

**Suit No. 538-18**

12/12/2020

**File taken up today in the National Lok Adalat.**

Present: None.

The matter has already been settled between the parties.

Statements of the parties have already been recorded on  
11/12/2020.

Heard. Perused.

In view of the statements made by the parties, the present case  
stands disposed off as compromised.

Award is passed.

***NDOH, if any, stands cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on  
12/01/2021.

(Associate Member)

(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020

**IN THE COURT OF SH. LOVLEEN**

**PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS**  
**TRIBUNAL-02 : (CENTRAL): DELHI**

**MACT No. 538-18**

**1.Sh. Albela Khan @ Tajim  
S/o Sh. Yasim Khan,  
2. Master Saddam Hussain  
S/o Sh. Albela Khan @ Tajim  
3.Baby Nasrat Khatoon  
S/o Sh. Albela Khan @ Tajim**

**All r/o H.no. B-12, Madrasi Colony,  
C.C.Colony, Mori Gate, Delhi-110006.**

**Permanent Resident of  
Ward No. 7, Rasalpur,  
Saharsa, Bihar..... Petitioners**

**Vs**

**1. Raj Bahadur  
S/o Sh. Ram Lakhan  
R/o 232, Jalalpur, Dewanganj,  
Allahabad, UP.(Driver)**

**2. Chandrabhan Singh  
S/o Sh. Suryanath Singh  
R/o C-220, Sector-5, Vaishali,  
Ghaziabad, UP.( Regd. Owner)**

**3. IFFCO Tokio General Insurance Company Ltd.  
Regd Office Sadan C1 Distt. Centre,  
Saket, New Delhi-110017 (Insurer)**

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner No. 1 duly identified by his counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. Rs. 14,34,000/ ( Rupees Fourteen Lakhs Thirty Four Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
(1)	(2)	(3)		(5)	(6)	(7)		
1	Albela Khan @ Tajim	49 Years	Husband of the deceased	Rs. 1,43,400/-	Rs. 1,43,400/-*	NIL	NIL	
2	Master Saddam Hussain	9 Years	Son of the deceased	Rs. 6,45,300/-	NIL	Entire **	Till he attains the age of majority	
3	Baby Nasrat Khatton	5 Years	Daughter of the deceased	Rs. 6,45,300/-	NIL	Entire **	Till she attains the age of majority	
	<b>Total</b>			Rs. 14,34,000/-				

**\* Note:-** This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.

**\*\*** This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the

*statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).*

*(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.*

*(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.*

*(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.*

*(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.*

*(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.*

*(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.*

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on 12/01/2021.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 27-20**

12/12/2020

**File is taken up today in the National Lok Adalat.**

Present: Sh. Amit Ld. Counsel for the petitioners alongwith petitioners.  
Sh. Nitesh Gupta, Ld.Counsel for the insurance company.

The matter has been amicably settled between the parties.  
Copies of Aadhar Cards filed on behalf of the petitioners.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on  
**17/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**(Associate Member)**

**MACT No. 27-20**

Statement of Sh. Nitesh Gupta, Ld. Counsel for the insurance company,  
E.No. 1386/2012

**At Bar:**

The matter has been settled between the parties in court today. The insurance company is ready to settle the matter for a sum of **Rs. 15,00,000/- ( Rupees Fifteen Lakhs Only)** in full and final compensation on account of fatal injury sustained by ***deceased Sh. Vikramjeet*** in the vehicular accident for indemnifying the owner of the offending vehicle.

It is made clear that after getting the said amount, the petitioner shall have no claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. Award may be passed accordingly.

**RO& AC**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

MACT No. 27-20

Statement of Smt. Aruna W/o Sh. Vikram R/o C-70, B- Double Storey, Sangam Park, Malka Ganj, Delhi-110007 in the presence of counsel Sh. Amit, E.No. D-1968/10.

ON SA

**I am Petitioner No 1 in this case.** I am also making statement on behalf of the Petitioners No. 2, 3 & 4 who are my minor children. I heard the statement of the counsel for insurance company and the said offer of **Rs.15,00,000/- ( Rupees Fifteen Lakhs Only)** in full and final compensation on account of injury sustained by my deceased husband **Vikramjeet** in the vehicular accident for indemnifying the owner of the offending vehicle, is acceptable to me.

It is made clear that after getting the said amount, I shall not have any claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. I have been made to understand this statement in vernacular. Award may be passed accordingly.

RO& AC

**(LOVLEEN)**  
**PO MACT-02 (CENTRAL)**  
**DELHI/11/12/2020**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 27-20

1.Smt. Aruna  
W/o Sh. Vikramjeet @ Vikram  
2.Aditya  
S/o Sh. Vikramjeet @ Vikram  
3.Aashi  
D/o Sh. Vikramjeet @ Vikram  
4.Anuj  
S/o Sh. Vikramjeet @ Vikram

All R/o C-70, B- Double Storey, Sangam Park,  
Malka Ganj, Delhi-11000 7 Petitioners

Vs

1. Pankaj  
S/o Lalit Verma  
R/o Plot No. 2, Gali No. 27, Om Vihar, Uttam Nagar, Delhi. (Driver)  
  
2. Neha Kaushik  
W/o Sh. Kuldeep Singh  
R/o 47/1, Jia Sarai, Near IIT Gate, Hauz Khas, Delhi-16.( Regd. Owner)  
  
3. Reliance General Insurance Company Ltd.  
Plot No. 10-15, 14<sup>th</sup> Floor Vijaya Building  
17 Barakhamba Road, Connaught Place, Delhi. (Insurer)

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner No. 1 duly identified by her counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs.15,00,000/ ( Rupees Fifteen Lakhs Only)** towards full and final

compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.N o.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest	Bank details of the petitioner/s with IFCS Code
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	<i>Aruna</i>	<i>40 Years</i>	<i>Wife of the deceased</i>	<i>Rs. 8,25,000/-</i>	<i>Rs. 1,25,000/- *</i>	<i>Rs. 7,00,000/- **</i>	<i>FDR of Rs. 20,000/ each for a period of one to Thirty Five months</i>	
2	<i>Aditya</i>	<i>15 Years</i>	<i>Son of the deceased</i>	<i>Rs. 2,25,000/</i>	<i>NIL</i>	<i>Entire**</i>	<i>Till he attains the age of majority</i>	
3	<i>Aashi</i>	<i>12 Years</i>	<i>Daughter of the deceased</i>	<i>Rs. 2,25,000/</i>	<i>NIL</i>	<i>Entire**</i>	<i>Till she attains the age of majority</i>	
4	<i>Anuj</i>	<i>10 Years</i>	<i>Son of the deceased</i>	<i>Rs. 2,25,000</i>	<i>NIL</i>	<i>Entire**</i>	<i>Till he attains the age of majority</i>	
	<b>Total</b>			<i>Rs. 15,00,000/-</i>				

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**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.

(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.

(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official

*on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.*

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **17/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 562-20**

12/12/2020

**File taken up today in the National Lok Adalat.**

Present: None.

The matter has already been settled between the parties.  
Statements of the parties have already been recorded on  
11/12/2020.

Heard. Perused.

In view of the statements made by the parties, the present case  
stands disposed off as compromised.

Award is passed.

***NDOH, if any, stands cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on  
12/01/2021.

(Associate Member)

(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 562-20

Smt. Atro Devi  
W/o Sh. Todiram  
R/o K-419, Street Number Gali No. 4C,  
Gautam Vihar, Garhi Mendu, Delhi-110053.      Petitioner

Vs

1. Meharban  
S/o Sh. Zamir  
R/o E-105, Shaheed Nagar, Sahibabad,  
Ghaziabad, UP.(Driver)

2. Indraprastha Logistic Pvt Ltd  
M-92, Greater Kailash II, New Delhi. ( Regd. Owner)

2. National Insurance Company Ltd  
2E/9, Jhandewalan Extension, New Delhi. (Insurer)

**Award**

The matter has already been settled between the Petitioner and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner have already been recorded separately on 11/12/2020. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 25,000/ ( Rupees Twenty Five Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified

the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No. (1)	Name of the Petitioner/claimant (2)	Age (3)	Relation with injured/deceased (4)	Amount of award (5)	Amount of award to be released immediately (6)	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
1	Smt. Atro Devi	65 Year	Self	25,000/-	Rs. 25,000/-*	NIL	NIL	
	<b>Total</b>			Rs. 25,000				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on 13/01/2021.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**MACT No. 630-2020**

**12/12/2020**

**File is taken up today in the National Lok Adalat.**

Present: None.

The matter has already been amicably settled between the parties on 09/12/2020.

Statements of the parties have already been recorded on 09/12/2020.

Heard. Perused.

In view of the statements made by the parties, the present case stands disposed of as compromised.

Award is passed.

**The file be consigned to Record Room.**

A Separate file be prepared for compliance report and put up the same on **11/01/2021 & 11/02/2021.**

**(Associate Member )**

**(LOVLEEN)  
PO MACT-2(C)  
THC, Delhi/12/12/2020**

**IN THE COURT OF SH.LOVLEEN**  
**PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS TRIBUNAL-02 : (CENTRAL): DELHI**

**SUIT NO. 630-2020**

**Sh. Balwan Singh**  
**S/o Late Sh.Inder Singh**  
**R/o Girdhapur 225,**  
**Jhajjar, Subana, Haryana-124109. ....Petitioner.**

**Versus**

**1.Sh. Akash Sharma**  
**S/oSh. Bhagwan Sharma**  
**R/oH.No. A-12/23, Gali No. 12, A-Block,**  
**Dayal Pur,Delhi. (Driver)**

**2. Sh. Bhagwan Sharma**  
**S/o Sh. Jagjeet Sharma**  
**R/o H.No. A-12/23, Gali No. 12, A-Block,**  
**Dayal Pur,Delhi. (Regd.(Owner) ..... Respondents.**

**AWARD:**  
**12/12/2020**  
Present: None.

The matter has already been settled between the petitioner and the driver today before this Court on 09/12/2020

Statements of the petitioner as well as driver have been recorded in separate sheet 09/12/2020.

In view of the statements of the petitioner and the driver, I hereby pass an award in the sum of **Rs. 70,000/- (Rupees Seventy Thousand Only)** in full and final settlement in favour of petitioner and against the Respondents.

**As per the settlement, the Respondent No. 1/Driver has already paid a sum of Rs. 50,000/- to the injured before this Court on 09/12/2020 and the balance amount of Rs. 20,000/- shall be paid in two installments consisting of *first installment of Rs. 10,000 on 11/01/2021 and second installment of Rs. 10,000/- on 11/02/2021 respectively before this Court to the injured.***

The Respondent No.1/Driver is directed to pay the installments on time as mentioned above on the next date of hearing. In case of any delay of any installment, the Respondent No.1 shall be liable to pay interest at a rate of 12% per annum for the period of delay.

**File be consigned to Record Room.**

A separate compliance file be prepared and put up the same on **11/01/2021 & 11/02/2021.**

**(Associate Member)**

**(LOVLEEN)**  
**PO MACT-2(C)**  
**THC, Delhi/12/12/2020**

**Suit No. 17-18**

12/12/2020

**File is taken up today in the National Lok Adalat.**

Present: Sh. D.K.Gupta Ld. Counsel for the petitioner alongwith petitioner.  
Sh. M.Awasthi, Ld. Counsel for the insurance company.

The matter has been amicably settled between the parties. Copy of Aadhar Card filed on behalf of the petitioner.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on

**21/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**(Associate Member)**

**MACT No. 17-18**

Statement of Sh. M. Awasthi, Ld.Counsel for the insurance company, E.No. D-

**At Bar:**

The matter has been settled between the parties in court today. The insurance company is ready to settle the matter for a sum of **Rs. 4,00,000/- ( Rupees Four Lakhs Only)** in full and final compensation on account of injury sustained by injured ***Sh. Gautam*** in the vehicular accident for indemnifying the owner of the offending vehicle.

It is made clear that after getting the said amount, the petitioner shall have no claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. Award may be passed accordingly.

**RO& AC**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

MACT No. 17-18

Statement of Sh. Gautam S/o Sh. Prem Prakash R/o H.No. D-883, Block D, JJ Colony, Nangloi, Delhi-110041 in the presence of counsel Sh. Dharmender Kumar E.No.D-2295/2008

ON SA

**I am petitioner/ injured in this case.** I have heard the statement of the counsel for insurance company and the said offer of **Rs. 4,00,000/- ( Rupees Four Lakhs Only)** in full and final compensation on account of injury sustained by me in the vehicular accident for indemnifying the owner of the offending vehicle, is acceptable to me.

It is made clear that after getting the said amount, I shall not have any claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. I have been made to understand this statement in vernacular. Award may be passed accordingly.

RO& AC

**(LOVLEEN)**  
**PO MACT-02 (CENTRAL)**  
**DELHI/12/12/2020**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 17-18

1. Sh. Gautam  
S/o Sh. Prem Prakash  
R/o H.No. D-883, Block D, JJ Colony,  
Nangloi, Delhi-110041 Petitioner

Vs

1. Jayvir Singh  
S/o Sh. Asha Ram  
R/o Village Bibamali Jaswant Nagar,  
Etawah, UP  
and Also at  
R/o H.No. 1652, Gali No. 1,  
Krishna Vihar, Loni Dehat,  
Ghaziabad, UP.(Driver)

2. Kailash Mavi  
S/o Sh. Ramesh Chand Mavi  
R/o H.No. A-582/13, Gali No. 13,  
Mandoli Extn. Mangoli, Saboli,  
New Delhi-110093.( Regd. Owner)

3. Future Generali India Insurance Company Ltd  
Plot No. 303 to 310, Kailash Building  
26 K.G. Marg, New Delhi-110001 (Insurer)

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner duly identified by his counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 4,00,000/ ( Rupees Four Lakhs Only)** towards full and final

compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.N o.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFC S Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	<i>Gautam</i>	<i>18 Years</i>	<i>Self</i>	Rs. 4,00,000/-	Rs. 60,000/-	<i>Rs. 3,40,000/**</i>	<i>FDR of Rs. 17,000/ each for a period of one to twenty months</i>	
	<b>Total</b>			<i>Rs. 4,00,000/-</i>				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.

(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.

(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **21/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 834-18**

12/12/2020

**File is taken up today in the National Lok Adalat.**

Present: Sh. Dharmender Kumar, Ld.Counsel for the petitioner alongwith petitioner.  
Sh. M.Awasthi, Ld. Counsel for the insurance company.

The matter has been amicably settled between the parties.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on

**24/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**(Associate Member)**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 834-18

1. Sh. Harkishor Sharma  
S/o Sh. S.C.Sharma  
R/o 536, Jakhira Chara  
Mandi, Near Jaipur Golden Transport,  
Baljeet Nagar, Delhi-110015. Petitioner

Vs

1. Sh. Suraj Kumar  
S/o Mansun Ram  
R/o Village Visani  
Post Tandadi, PS Tarawa,  
Distt. Azama Garh, UP.  
Darya Ganj, Delhi(Driver )

2. Malkhan Singh  
S/o Vaid Nath  
R/o 2101/B, Gali No. 14,  
Prem Nagar, Delhi. (Regd. Owner)

3. HDFC ERGO General Insurance Comapny. (Insurer)

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner duly identified by his counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs.12,00000/( Rupees Tweleve Lakhs Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be

inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.N o.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest	Bank details of the petitioner /s with IFCS Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	<b>Harkishor Sharma</b>	<b>44 Years</b>	<b>Self</b>	Rs. 12,00,000/-	Rs. 2,00,000/-*	Rs. 10,00,000/**	<b>FDR of Rs. 25,000/- each for a period of one to Forty months</b>	
	<b>Total</b>			Rs. 12,00,000/-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to**

**this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

*(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).*

*(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.*

*(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.*

*(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.*

*(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.*

*(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.*

*(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.*

**Copy of the Award be given to the parties free of costs.**

**Copy of this Award be also sent to concerned learned M.M. and DLSA.**

**Nazir is directed to prepare a separate file for compliance and be**

put up on **24/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 196-18**

12/12/2020

Present: Ms. Azma Praveen Ld. Counsel for the petitioner alongwith petitioner.  
Sh. M.P.Shahi, Ld. Counsel for the insurance company.

The matter has been amicably settled between the parties. Copy of Aadhar Card filed on behalf of the petitioner.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on **18/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

(Associate Member)

**MACT No.196-18**

Statement of Sh. M.P.Shahi,Ld.Counsel for the insurance company, E.No. D-

**At Bar:**

The matter has been settled between the parties in court today. The insurance company is ready to settle the matter for a sum of **Rs. 4,00,000/- ( Rupees Four Lakhs Only)** in full and final compensation on account of injury sustained by injured ***Sh. Jagdish*** n the vehicular accident for indemnifying the owner of the offending vehicle.

It is made clear that after getting the said amount, the petitioner shall have no claim against the driver cum owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. Award may be passed accordingly.

**RO& AC**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

MACT No. 196-18

Statement of Sh. Jagdish S/o Sh. Bholu Nath R/o H.No. 537, S-Block, Mangol Puri, Delhi-110083 in the presence of counsel Ms. Azma Praveen, E.NO. D-

ON SA

**I am petitioner/ injured in this case.** I have heard the statement of the counsel for insurance company and the said offer of **Rs. 4,00,000/- ( Rupees Four Lakhs Only)** in full and final compensation on account of injury sustained by me in the vehicular accident for indemnifying the owner of the offending vehicle, is acceptable to me.

It is made clear that after getting the said amount, I shall not have any claim against the driver cum owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. I have been made to understand this statement in vernacular. Award may be passed accordingly.

RO& AC

**(LOVLEEN)**  
**PO MACT-02 (CENTRAL)**  
**DELHI/12/12/2020**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 196-18

1. Sh. Jagdish  
S/o Sh. Bhol Nath  
R/o H.No. 537, S-Block, Mangol Puri, Delhi-110083. Petitioner

Vs

1. Vijay Kumar  
S/o Sh. Kriparam  
R/o H.No. 147, Garhi, Dasghara, Mohalla,  
Sri Niwaspuri, Delhi. (Driver Regd. Owner)

3. Bharti AXA General Insurance Company (Insurer)  
Plot No. 15, Markental House 7<sup>th</sup> Floor, K.G.Marg,  
C.P. New Delhi.

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner No. 1 duly identified by his counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 4,00,000/- ( Rupees Four Lakhs Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay

the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest	Bank details of the petitioner/s with IFCS Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Jagdish	38 Year	Self	Rs. 4,00,000/-	Rs. 50,000/-*	Rs. 3,50,000/**	FDR of Rs. 10,000/ each for a period of one to thirty five months	
	<b>Total</b>			-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to  
the fixed deposits:**

*(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).*

*(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.*

*(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.*

*(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.*

*(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.*

*(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.*

*(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.*

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **18/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 358098-16**

12/12/2020

**File taken up today in the National Lok Adalat.**

Present: None.

The matter has already been settled between the parties.

Statements of the parties have already been recorded on 09/12/2020.

Heard. Perused.

In view of the statements made by the parties, the present case stands disposed off as compromised.

Award is passed.

***NDOH, if any, stands cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on 13/01/2021.

(Associate Member)

(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020

**IN THE COURT OF SH. LOVLEEN**

**PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS**  
**TRIBUNAL-02 : (CENTRAL): DELHI**

MACT No. 358098-16

1. Sh. Kashi Nath  
s/o Sh. Shankar Lal

2. Smt. Rani Devi  
W/o Sh. Kashi Nath

Both R/o H.No. 94, Sangam Vihar, Gharoti Khurd,  
GaliNo.12, Loni,Ghaziabad, UP-201102.....

Petitioners

Vs

1. Sh. Gaurav Kashyap  
S/o Sh. Ganga Sharan  
R/o C-33, Kanti Nagar,  
Main Road, Krishana Nagar,  
Shahdara, Delhi.

Also at

A-Block, Gali No. 12,  
Sangam Vihar, Loni Ghaziabad,  
UP. (Driver )

2. Lalit Kumar  
S/o Sh. Pawan Kumar  
R/o C-15/16, Indira Park Extn.  
Vishvas Nagar, Shahdara, Delhi.

Also at

B-13, Shalimar Housing Complex,  
Shalimar Garden,  
Ghaziabad, UP. Regd. Owner)

2.. Shri Ram General Insurance Company Ltd.  
E-8 Ricco Industrial Aread Situ Pur,  
Jaipur, Rajasthan. (Insurer)

### **Award**

The matter has already been settled between the Petitioner and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company, the Petitioner No. 1 duly identified by her counsel and Ld. Counsel for the petitioners have already been recorded separately on 09/12/2020. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 10,48,000/( Rupees Ten Lakhs Forty Eight Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No. (1)	Name of the Petitioner/ claimant (2)	Age (3)	Relation with injured/ deceased (4)	Amount of award (5)	Amount of award to be released immediately (6)	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
1	Sh. Kashi Nath	63	Father of the deceased	Rs. 5,24,000/-	Rs. 24,000/-*	Rs. 5,00,000/-**	FDR of Rs. 10,000- per month of one to Fifty months	
2	Smt. Rani Devi  Total	54	Mother of the deceased	Rs.5,24,000 / -	Rs. 24,000/-*	Rs. 5,00,000/-**	FDR of Rs. 10,000- per month of one to Fifty months	

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of

*maturity and maturity amount shall be furnished by the bank to the claimant(s).*

*(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.*

*(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.*

*(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.*

*(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.*

*(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.*

*(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.*

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **13/01/2021**.

**File be consigned to Record Room.**

**Associate Member**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 563-20**

12/12/2020

**File taken up today in the National Lok Adalat.**

Present: None.

The matter has already been settled between the parties.

Statements of the parties have already been recorded on 11/12/2020.

Heard. Perused.

In view of the statements made by the parties, the present case stands disposed off as compromised.

Award is passed.

***NDOH, if any, stands cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on 13/01/2021.

(Associate Member)

(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 563-20

Ms. Meenakshi  
D/o Sh. Buddh Pal Singh,  
R/o 176, H-3 Gali No. 4/1, Karawal Nagar Extn.  
Delhi. . Petitioner

Vs

1. Meharban  
S/o Sh. Zamir  
R/o E-105, Shaheed Nagar, Sahibabad,  
Ghaziabad, UP.(Driver)

2. Indraprastha Logistic Pvt Ltd  
M-92, Greater Kailash II, New Delhi. ( Regd. Owner)

2. National Insurance Company Ltd  
2E/9, Jhandewalan Extension, New Delhi. (Insurer)

**Award**

The matter has already been settled between the Petitioner and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner have already been recorded separately on 11/12/2020. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 30,000/ ( Rupees Thirty Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified

the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No. (1)	Name of the Petitioner/c laimant (2)	Age (3)	Relation with injured/ deceased (4)	Amount of award (5)	Amount of award to be released immediately (6)	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
1	Meenakshi	21 Years	Self	Rs. 30,000/-	Rs. 30,000-*	NIL	NIL	
	<b>Total</b>			Rs. 30,000				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M.  
and DLSA.

Nazir is directed to prepare a separate file for compliance and be  
put up on. 13/01/2021.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 334-20**

12/12/2020

**File is taken up today in the National Lok Adalat.**

Present: Smt. Surayia Jan, Smt. Gulam Hasan Lone, Ms. Hajra Banoo, and Smt. Nusrat Jan, petitioners in person alongwith counsel Sh. Sachin Batra.  
Sh. Sanjev Sirohi Ld. Counsel for the insurance company.

Fresh Vakalatnama filed on behalf of the petitioners.

The matter has been amicably settled between the parties.

Copies of Aadhar Cards filed on behalf of the petitioners.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on

**27/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**(Associate Member)**

**IN THE COURT OF SH. LOVLEEN**

**PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS**  
**TRIBUNAL-02 : (CENTRAL): DELHI**

**MACT No. 334-20**

**1.Nusrat Jan  
W/o Shakir Ahmad Lone**

**2.Burhan Ahmad Lone  
S/o Shakir Ahmad Lone**

**3.Sharik Ahmad Lone  
S/o Shakir Ahmad Lone**

**4. Gulam Hassan Lone  
S/o Abdul Gani Lone**

**5. Hajra Banoo  
w/o Gulam Hassan Lone**

**6. Surayia Jan  
D/o Ghulam Hassan Lone**

**7. Ruquia Jan  
D/o Ghulam Hassan Lone**

**8. Mozim Hassan  
S/o Ghulam Hassan Lone**

**All R/o**

**Vessu, Qazigund, Vesu, Anantnag,  
Dooru, Jammu & Kashmir-192211..... Petitioners.**

**Vs**

**1. Charan Singh @ Sheru  
S/o Banwari Lal  
R/o Vill Jamlapur, Post & PS Kurawali,  
Distt. Mainpuri, UP.(Driver)**

**2. Sawariya Tempo Transport Service  
Office at:-  
F-200, J J Colony, Shakur Pur, Delhi.( Regd. Owner)**

**3. New India Assurance Company. Ltd.  
Office at:-  
S-6A, Commercial Complex,  
Azad Pur,Delhi. (Insurer)**

### **Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioners duly identified by their counsel have been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs.34,36,360/ ( Rupees Thirty Four Lakhs Thirty Six Thousand Three Hundred and Sixty Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount of kept in FDR	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
(1)	(2)	(3)		(5)	(6)	(7)		
1	Nusrat Jan	25 Years	Wife of the deceased	Rs. 17,18,180/-	Rs. 3,18,180/- *	Rs. 14,00,000/**	FDR of Rs. 20,000/ each for a period of one to Seventy months	
2	Burhan Ahmad Lone	4 Years	Son of the deceased	Rs. 5,15,454/	NIL	Entire**	Till he attains the age of majority	
3	Sharik Ahmad Lone	1 Year	Son of the deceased	Rs. 5,15,454/	NIL	Entire**	Till he attains the age of majority	
4	Hazro Banoo	53 Years	Mother of the deceased	Rs. 6,87,272/-	Rs. 87,272/-*	Rs. 6,00,000/**	FDR of Rs. 20,000/ each for a period of one to thirty months	
	<b>Total</b>			Rs. <u>Rs.34,36,360/</u>				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.

(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.

(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **27/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**MACT No. 664-18**

12/12/2020

**File taken up today in the National Lok Adalat.**

Present: None.

The matter has already been settled between the parties.

Statements of the parties have already been recorded on 11/12/2020.

Heard. Perused.

In view of the statements made by the parties, the present case stands disposed off as compromised.

Award is passed.

***NDOH, if any, stands cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on 14/01/2021.

(Associate Member)

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 664-18

Smt. Om Wati  
W/o Sh. Suresh Gupta,  
R/o H.No. 509, Gali No. 19, Chandan Vihar,  
Sant Nagar, Kamal Pur, Majra Burari, Delhi-110084. Petitioner

Vs

1. Shaukeen  
S/o Islamudeen  
R/o H.No. 16265, Village Haiderpur  
PS Garmukteshwar, Distt. Hapur, UP. (Driver)

2. Dharamveer Singh  
S/o Sh. Bhaunini Singh  
R/o RZD-116, Block D, Nihar Vihar,  
Nangloi, Delhi. ( Regd. Owner)

3. Reliance General Insurance Company Ltd  
Plot No. 60, Okhla Industrial Estate,  
Phase-3, Opp SBI Bank,  
New Delhi-110020. (Insurer)

**Award**

The matter has already been settled between the Petitioner and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner have already been recorded separately on 11/12/2020. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 1,40,000/ ( Rupees One Lakh Forty Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will

be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No. (1)	Name of the Petitioner/claimant (2)	Age (3)	Relation with injured/deceased (4)	Amount of award (5)	Amount of award to be released immediately (6)	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
1	Smt. Om Wati	52	Self	Rs 1,40,000/-	Rs. 1,40,000/-*	NIL	NIL	
	<b>Total</b>			Rs 1,40,000/-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

***\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.***

Copy of the Award be given to the parties free of costs.  
Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on 14/01/2021.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020<sub>(K)</sub>**

**Suit No. 188-20**

12/12/2020

**File is taken up today in the National Lok Adalat.**

Present: Petitioner in perso.  
Sh. Akash Jhangu, Ld. Counsel for the insurance company.  
  
Fresh Vakalatnama filed on behalf of the insurance company.

The matter has been amicably settled between the parties.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on

**21/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**(Associate Member)**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 188-20

1.Ms. Poonam  
W/o Sh. Sushil Sharma  
R/o 5C/80, 3<sup>rd</sup> Floor, New Rohtak Road,  
Karol Bagh, Delhi. Petitioners

Vs

1. .Bharat Gupta  
S/o Sh. Ved Prakash Gupta  
R/o D-20 Chatar Pur Enclave,  
Phase-I, Gate No. 2, 100 Foota Road, Delhi. (Driver cum Regd. Owner)
3. TATA AIG General Insurance Company Ltd. (Insurer)

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 1,40,000/ ( Rupees One Lakh Forty Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance

Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Poonam	43	Self	Rs. 1,40,000	Rs. 1,40,000/-*	NIL	NIL	
	<b>Total</b>			Rs. 1,40,000/-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **21/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 803-18**

12/12/2020

**File is taken up today in the National Lok Adalat.**

Present: Sh. Alok Kumar Rai, Ld. Counsel for the petitioner alongwith  
petitioner.  
Sh. V.K.Gupta, Ld. Counsel for the insurance company.

The matter has been amicably settled between the parties.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on

**19/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**(Associate Member)**

**MACT No. 803-18**

Statement of Sh. V.K.Gupta, Ld. Counsel for the insurance company, E.No. D

**At Bar:**

The matter has been settled between the parties in court today. The insurance company is ready to settle the matter for a sum of **Rs.17,50,000/( Rupees Seventeen Lakhs Fifty Thousand Only)** in full and final compensation on account of injury sustained by injured ***Rahul Thakur*** in the vehicular accident for indemnifying the owner of the offending vehicle.

It is made clear that after getting the said amount, the petitioner shall have no claim against the driver cum owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. Award may be passed accordingly.

**RO& AC**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

MACT No. 803-18

Statement of Sh. Rahul Thakur S/o Late Sh. Heera Thakur, R/o H.No. 218-A, Gali No. 6, Near Shiv Mandir, Nehru Nagar, Karol Bagh, Delhi-110005 in the presence of counsel Sh. Alok Kumar Rai, E.No. D-395/03

ON SA

**I am petitioner/ injured in this case.** I have heard the statement of the counsel for insurance company and the said offer of **Rs.17,50,000/( Rupees Seventeen Lakhs Fifty Thousand Only)** in full and final compensation on account of injury sustained by me in the vehicular accident for indemnifying the owner of the offending vehicle, is acceptable to me.

It is made clear that after getting the said amount, I shall not have any claim against the driver cum owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. I have been made to understand this statement in vernacular. Award may be passed accordingly.

**RO& AC**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 803-18

1. Sh. Rahul Thakur  
S/o Late Sh. Heera Thakur,  
R/o H.No. 218-A, Gali No. 6, Near Shiv Mandir,  
Nehru Nagar, Karol Bagh, Delhi-110005 Petitioner

Vs

1. Mohd. Faheem  
S/o Late Mohd. Mustafa  
R/o 2332, Gali Mohd. Salim  
Shah, Kucha Chellan,  
Darya Ganj, Delhi(Driver cum Regd. Owner)

3. IFFCO Tokio General Insurance Comapny. (Insurer)

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner duly identified by his counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs.17,50,000/( Rupees Seventeen Lakhs Fifty Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending

vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.N o.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest	Bank details of the petitioner/s with IFCS Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	<b>Rahul Thakur</b>	25 Years	Self	Rs. 17,50,000	Rs. 1,50,000/-*	Rs. 16,00,000/**	FDR of Rs. 20,000/- each for a period of one to Eighty months	
	<b>Total</b>			Rs. 17,50,000/-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.

(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.

(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **19/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 565-20**

12/12/2020

**File taken up today in the National Lok Adalat.**

Present: None.

The matter has already been settled between the parties.  
Statements of the parties have already been recorded on  
11/12/2020.

Heard. Perused.

In view of the statements made by the parties, the present case  
stands disposed off as compromised.

Award is passed.

***NDOH, if any, stands cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on  
15/01/2021.

(Associate Member)

(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 565-20

**Ms. Raj Kumari**  
**W/o Sh. Rajender**  
**R/o 132, Gali No. 2,**  
**Karawal Nagar Road,**  
**New Chauhanpur, Delhi. . Petitioner**

Vs

**1. Meharban**  
**S/o Sh. Zamir**  
**R/o E-105, Shaheed Nagar, Sahibabad,**  
**Ghaziabad, UP.(Driver)**

**2. Indraprastha Logistic Pvt Ltd**  
**M-92, Greater Kailash II, New Delhi. ( Regd. Owner)**

**2. National Insurance Company Ltd**  
**2E/9, Jhandewalan Extension, New Delhi. (Insurer)**

**Award**

The matter has already been settled between the Petitioner and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner have already been recorded separately on 11/12/2020. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 30,000/ ( Rupees Thirty Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be

inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No. (1)	Name of the Petitioner/claimant (2)	Age (3)	Relation with injured/deceased (4)	Amount of award (5)	Amount of award to be released immediately (6)	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
1	<b>Smt. Raj Kumari</b>	39	<b>Self</b>	<b>Rs. 30,000/-</b>	<b>Rs. 30,000/-*</b>	<b>NIL</b>	<b>NIL</b>	
	<b>Total</b>			<b>Rs. 30,000/-</b>				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned**

*in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.*

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on 15/01/2021.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020<sub>(K)</sub>**

**Suit No. 503-2017**

12/12/2020

Present: Sh. S.K.Singh, Ld. Counsel for the petitioner alongwith petitioner.  
Sh. M.P.Shahi, Ld. Counsel for the insurance company.

The matter has been amicably settled between the parties. Copies of Aadhar Card, PAN Card and employment ID Card filed on behalf of the petitioner.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on  
**18/01/2021.**

(Associate Member)

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**MACT No.503-2017**

Statement of Sh. M.P.Shahi,Ld.Counsel for the insurance company, E.No. D-

**At Bar:**

The matter has been settled between the parties in court today. The insurance company is ready to settle the matter for a sum of **Rs. 2,00,000/- ( Rupees Two Lakhs Only)** in full and final compensation on account of injury sustained by injured ***Sh. Ram Bhavan Singh*** in the vehicular accident for indemnifying the owner of the offending vehicle.

It is made clear that after getting the said amount, the petitioner shall have no claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. Award may be passed accordingly.

**RO& AC**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

MACT No. 503-2017

Statement of Sh. Ram Bhavan Singh S/o Sh. Sh. Ramkhilawan Singh, R/o RZF-222/7, Gali No. 31C, Sadh Nagar, Palam Colony, Delhi-110045 in the presence of counsel Sh. S.K.Singh, E.No.

ON SA

**I am petitioner/ injured in this case.** I have heard the statement of the counsel for insurance company and the said offer of **Rs. 2,00,000/- ( Rupees Two Lakhs Only)** in full and final compensation on account of injury sustained by me in the vehicular accident for indemnifying the owner of the offending vehicle, is acceptable to me.

It is made clear that after getting the said amount, I shall not have any claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. I have been made to understand this statement in vernacular. Award may be passed accordingly.

RO& AC

**(LOVLEEN)**  
**PO MACT-02 (CENTRAL)**  
**DELHI/12/12/2020**

**IN THE COURT OF SH. LOVLEEN**

**PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS**  
**TRIBUNAL-02 : (CENTRAL): DELHI**

MACT No. 503-17

**1. Sh. Ram Bhawan**  
**S/o Sh. Sh. Ramkhilawan Singh,**  
**R/o RZF-222/7, Gali No. 31C,Sadh Nagar,**  
**Palam Colony, Delhi-110045 Petitioner**

**Vs**

**1. Shabab Miyan**  
**S/o Nasir Ahmad**  
**R/o H.NO. C-1034-A, Gali No.1,**  
**Khajoori Khash,**  
**Karawal Nagar,**  
**Delhi-110094..(Driver)**

**2. Santosh**  
**S/o B.Thakur**  
**R/o H.No. 66C-31,**  
**T-Huts, Kali Bari Marg,**  
**Delhi. ( Regd. Owner)**

**3. Liberty Video Con General Insurance Company Ltd.**  
**10<sup>th</sup> Floor Aggarwal, Cybe Plaza-1,**  
**Netaji Subhash Place,**  
**Pitampura, Maurya Encalve,**  
**New Delhi-110034. (Insurer)**

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner duly identified by his counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 2,00,000/- ( Rupees Two Lakhs Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest	Bank details of the petitioner/s with IFC S Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	<b>Ram Bhavan Singh</b>	<b>38 Year</b>	<b>Self</b>	Rs. 2,00,000/-	Rs. 50,000/-*	Rs. 1,50,000/**	<i>FDR of Rs. 10,000/ each for a period of one to fifteen months</i>	

	<b>Total</b>			Rs. 2,00,000/-				
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**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.

(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.

*(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.*

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **18/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 564-20**

12/12/2020

**File taken up today in the National Lok Adalat.**

Present: None.

The matter has already been settled between the parties.

Statements of the parties have already been recorded on 11/12/2020.

Heard. Perused.

In view of the statements made by the parties, the present case stands disposed off as compromised.

Award is passed.

***NDOH, if any, stands cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on 16/01/2021.

(Associate Member)

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 564-20

Smt. Raseela Parveen  
W/o Md. Yusuf R/o A-632, Gali No. 11,  
Shri Ram Colony, Khajoori Khas, Delhi-110094. Petitioner  
Vs

1. Meharban  
S/o Sh. Zamir  
R/o E-105, Shaheed Nagar, Sahibabad,  
Ghaziabad, UP.(Driver)

2. Indraprastha Logistic Pvt Ltd  
M-92, Greater Kailash II, New Delhi. ( Regd. Owner)

2. National Insurance Company Ltd  
2E/9, Jhandewalan Extension, New Delhi. (Insurer)

**Award**

The matter has already been settled between the Petitioner and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner have already been recorded separately on 11/12/2020. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 30,000/ ( Rupees Thirty Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to

pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No. (1)	Name of the Petitioner/claimant (2)	Age (3)	Relation with injured/deceased (4)	Amount of award (5)	Amount of award to be released immediately (6)	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
1	Raseela Parveen	38	Self	Rs. 30,000/-	Rs. 30,000-*	NIL	NIL	
	<b>Total</b>			Rs. 30,000/-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on 16/01/2021.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020<sub>(K)</sub>**

**Suit No. 358307-16**

12/12/2020

Present: Sh. N.K.Singh, Ld. Counsel for the petitioner alongwith petitioner.  
Sh. M.P.Shahi, Ld. Counsel for the insurance company.

The matter has been amicably settled between the parties. Copy of Aadhar Card filed on behalf of the petitioner.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on  
**20/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**(Associate Member)**

**MACT No. 358307-16**

Statement of Sh. M.P.Shahi,Ld.Counsel for the insurance company, E.No. D-

**At Bar:**

The matter has been settled between the parties in court today. The insurance company is ready to settle the matter for a sum of **Rs. 6,00,000/- ( Rupees Six Lakhs Only)** in full and final compensation on account of injury sustained by injured ***Sh. Ravinder*** n the vehicular accident for indemnifying the owner of the offending vehicle.

It is made clear that after getting the said amount, the petitioner shall have no claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. Award may be passed accordingly.

**RO& AC**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

MACT No. 358307-16

Statement of Sh. Ravinder S/o Sh. Avtar Singh R/o H.No. 97A Malikpur Village, Dr. Mukherjeet Nagar, Delhi-110009 in the presence of counsel Sh. N.K.Singh, E.No. D-1299/04

ON SA

**I am petitioner/ injured in this case.** I have heard the statement of the counsel for insurance company and the said offer of **Rs. 6,00,000/- ( Rupees Six Lakhs Only)** in full and final compensation on account of injury sustained by me in the vehicular accident for indemnifying the owner of the offending vehicle, is acceptable to me.

It is made clear that after getting the said amount, I shall not have any claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. I have been made to understand this statement in vernacular. Award may be passed accordingly.

RO& AC

**(LOVLEEN)**  
**PO MACT-02 (CENTRAL)**  
**DELHI/12/12/2020**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 358307-16

1.Sh. Ravinder @ Ravi  
S/o Sh. Avtar Singh  
R/o H.No. 97A Malikpur Village,  
Dr. Mukherjeet Nagar, Delhi-110009 Petitioner

Vs

1. Dharmender Kumar  
S/o Sh. Ram Shankar  
R/o H.No. 134, Mannapur,  
Pancholi, Distt. Jaunpur, UP.(Driver)

2. Anil Kumar  
S/o Sh. Birbal Singh  
R/o 13, Village Sahipur, Dest,  
DISP, Shalimar Bagh, Delhi. ( Regd. Owner)

3. Liberty Videocon General Insurance Company Ltd.  
10<sup>th</sup> Floor, Aggarwal Cyber Plaza Netaji Subhash Place, Delhi. (Insurer)

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner duly identified by his counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 6,00,000/ ( Rupees Six Lakhs Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle

was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.N o.	Name of the Petitioner/claimant	Age	Relation with injured/deceased	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest	Bank details of the petitioner/s with IFC S Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Ravinder	23 Years	Self	Rs. 6,00,000/-	Rs. 60,000/-*	Rs. 5,40,000/**	FDR of Rs. 10,000/ each for a period of one to fifty Fourt months	
	<b>Total</b>			Rs. 6,00,000/-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.

(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.

(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be

put up on **20/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 631-20**

12/12/2020

**File taken up today in the National Lok Adalat.**

Present: None.

The matter has already been settled between the parties.  
Statements of the parties have already been recorded on  
09/12/2020.

Heard. Perused.

In view of the statements made by the parties, the present case  
stands disposed off as compromised.

Award is passed.

***NDOH, if any, stands cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on  
**16/01/2021.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 631-20

Ms. Surbhi Gupta  
D/o Sh.Bharat Gupta  
R/o H.No. 253, Upper Ground Floor,  
Tagor Park,  
Delhi-110009. Petitioner

Vs

1. Sh. Vishal Singh  
S/o Sh. Kishan Chand  
R/o X-6, New Ranjeet Nagar, Delhi. (Driver cum Regd. Owner)

2.. Shri Ram General Insurance Company Ltd.  
E-8 Ricco Industrial Aread Situ Pur,  
Jaipur, Rajasthan. (Insurer)

**Award**

The matter has already been settled between the Petitioner and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner have already been recorded separately on 09/12/2020. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 25,000/( Rupees Twenty Five Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified

the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No. (1)	Name of the Petitioner/claimant (2)	Age (3)	Relation with injured/deceased (4)	Amount of award (5)	Amount of award to be released immediately (6)	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
1	Ms. Surbhi Gupta	27	Self	Rs. 25,000/-	Rs. 25,000/-*	NIL		
	<b>Total</b>			Rs. 25,000/-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on 16/01/2021.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 18-18**

12/12/2020

**File is taken up today in the National Lok Adalat.**

Present: Sh. Dharmender Kumar, Ld. Counsel for the petitioner along with petitioner.  
Sh. M. Awasthi, Ld. Counsel for the insurance company.

The matter has been amicably settled between the parties. Copy of Aadhar Card filed on behalf of the petitioner.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on

**21/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**(Associate Member)**

**MACT No. 18-18**

Statement of Sh. M. Awasthi, Ld.Counsel for the insurance company, E.No. D-

**At Bar:**

The matter has been settled between the parties in court today. The insurance company is ready to settle the matter for a sum of **Rs. 70,000/- (Rupees Seventy Thousand Only)** in full and final compensation on account of injury sustained by injured ***Ms. Sushila*** in the vehicular accident for indemnifying the owner of the offending vehicle.

It is made clear that after getting the said amount, the petitioner shall have no claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. Award may be passed accordingly.

**RO& AC**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

MACT No. 18-18

Statement of Smt. Shushila C/o Sh. Kavar Lal R/o H.No. D-883, Block D, JJ Colony, Phase-2 Nangloi, Delhi-110041 in the presence of counsel Sh. Dharmender Kumar, E.No.D-2295/2008

ON SA

**I am petitioner/ injured in this case.** I have heard the statement of the counsel for insurance company and the said offer of **Rs. 70,000/- ( Rupees Seventy Thousand Only)** in full and final compensation on account of injury sustained by me in the vehicular accident for indemnifying the owner of the offending vehicle, is acceptable to me.

It is made clear that after getting the said amount, I shall not have any claim against the driver, owner or the insurer of the offending vehicle for compensation qua accident in this case or any other proceedings. I have been made to understand this statement in vernacular. Award may be passed accordingly.

**RO& AC**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**IN THE COURT OF SH. LOVLEEN**

**PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS**  
**TRIBUNAL-02 : (CENTRAL): DELHI**

**MACT No. 18-18**

**1. Smt. Shushila  
C/o Sh. Kawar Lal  
R/o H.No. D-883, Block D, JJ Colony,  
Phase-2 Nangloi, Delhi-110041 Petitioner**

**Vs**

**1. Jayvir Singh  
S/o Sh. Asha Ram  
R/o Village Bibamali Jaswant Nagar,  
Etawah, UP  
and Also at  
R/o H.No. 1652, Gali No. 1,  
Krishna Vihar, Loni Dehat,  
Ghaziabad, UP.(Driver)**

**2. Kailash Mavi  
S/o Sh. Ramesh Chand Mavi  
R/o H.No. A-582/13, Gali No. 13,  
Mandoli Extn. Mangoli, Saboli,  
New Delhi-110093.( Regd. Owner)**

**3. Future Generali India Insurance Company Ltd  
Plot No. 303 to 310, Kailash Buidling  
26 K.G. Marg, New Delhi-110001 (Insurer)**

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner duly identified by her counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 70,000/ ( Rupees Seventy Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.N o.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest	Bank details of the petitioner/s with IFC S Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Sushila	42 Years	Self	Rs. 70,000/-	Rs. 70,000/-*	NIL	NIL	

	<b>Total</b>			<b>Rs. 70,000/-</b>				
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**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **22/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 173-17**

12/12/2020

**File is taken up today in the National Lok Adalat.**

Present: Ms. Ila Chaudhary, Ld. Counsel for the petitioners alongwith  
Petitioners No.1 & 4  
Sh. Sanja Kumar, Ld. Counsel for the insurance company.

The matter has been amicably settled between the parties.  
Copies of Aadhar Cards filed on behalf of the petitioners.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on  
**25/01/2021.**

(Associate Member)

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**IN THE COURT OF SH. LOVLEEN**

**PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS**  
**TRIBUNAL-02 : (CENTRAL): DELHI**

**MACT No. 173-17**

**1.Smt. Uma Devi  
W/o Late Sh. Sukram Pal @ Shukharam Pal  
2. Ritesh  
S/o Late Sh. Sukram Pal @ Shukharam Pal  
3.Kunal  
S/o Late Sh. Sukram Pal @ Shukharam Pal  
4Sh. Vijaypal  
S/o Late Sh. Chhote Lal**

**All R/o Village Khandra, Jarcha,  
District Gautam Buddha Nagar, UP-203207.**

**Vs**

**1. Ram Kewal Goswami  
S/o Sh. Ram Avadh Goswami  
R/o Village Khajuri, PS Beeti,  
District Akbarpur, Uttar Pradesh(Driver)**

**2. Delhi Panipat Golden TPT Company.  
Office at AG-105, Sanjay Gandhi TPT Nagar,  
Delhi-110042..( Regd. Owner)**

**3. The Oriental Insurance Company Ltd.  
Office at 30/26, First Floor, Nangia Park,  
Shakti Nagar, Delhi-110007.. (Insurer)**

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company, the Petitioners No. 1 & 4 duly identified by their counsel and Ld. Counsel for the petitioners have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs.18,35,000/ ( Rupees Eighteen Lakhs Thirty Five Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately	Amount kept in FDR	Period of FDR with cumulative interest	Bank details of the petitioner/s with IFCS Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	<b>Uma Devi</b>	<b>27 Years</b>	<b>Wife of the deceased</b>	<b>Rs. 10,77,000/-</b>	<b>Rs. 77,000/- *</b>	<b>Rs. 10,00,000/**</b>	<b>FDR of Rs. 20,000/ each for a period of one to Fifty months</b>	
2	<b>Ritesh</b>	<b>9 Years</b>	<b>Son of the</b>	<b>Rs. 3,59,000/-</b>	<b>NIL</b>	<b>Entire**</b>	<b>Till he</b>	

			<i>deceased</i>				<i>attains the age of majority</i>	
3	<b>Kunal</b>	<b>5 Years</b>	<i>Son of the deceased</i>	Rs. 3,59,000/-	<b>NIL</b>	<b>Entire**</b>	<i>Till he attains the age of majority</i>	
4	<b>Vijay Pal</b>	<b>45 Years</b>	<i>Father of the deceased</i>	Rs. 40,000/-	<b>RS. 40,000/-*</b>	<b>NIL</b>		
	<b>Total</b>			Rs. 18,35,000/-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of

*the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.*

*(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.*

*(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.*

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **17/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**Suit No. 351-18**

12/12/2020

**File is taken up today in the National Lok Adalat.**

Present: Petitioner in person.  
Sh. M.P.Shahi, Ld. Counsel for the insurance company.

The matter has been amicably settled between the parties. Copy of Aadhar Card filed on behalf of the petitioner.

Statements of the parties recorded.

Heard. Perused.

Award is passed separately.

***NDOH already given is hereby cancelled.***

**The file be consigned to Record Room.**

A separate compliance file be prepared and put up the same on

**22/01/2021.**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**

**(Associate Member)**

IN THE COURT OF SH. LOVLEEN

PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS  
TRIBUNAL-02 : (CENTRAL): DELHI

MACT No. 351-18

1. Sh. Vikram Singh  
S/o Sh. Pratap Singh  
R/o H.No. 75, Dhakka Village,  
Kingsway Camp,  
GTB Nagar, Delhi-110009. Petitioner

Vs

1. Ranveer Singh  
S/o Phool Singh  
R/o Vill- Meera Pur Garhi,  
Pilakhuwa, Ghaziabad, UP. (Driver)

2. Pramod Kumar Singh  
S/o Sh. Hanuman Singh  
R/o A-495, 2<sup>nd</sup> Floor, GD Colony,  
Mayur Vihar, Delhi.( Regd. Owner)

3. Bharti AXA General Insurance Company Ltd  
Sector-18 Noida. (Insurer)

**Award**

The matter has already been settled between the Petitioners and the Ld. Counsel for the insurance company. Statements of Ld. Counsel for the insurance company and the Petitioner duly identified by his counsel have already been recorded separately. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion.

In view of the statements of the parties, I pass an award in the sum of **Rs. 2,10,000/ ( Rupees Two Lakhs Ten Thousand Only)** towards full and final compensation of the present claim to the injured/petitioner/s. This will be inclusive of interim award, if any, already passed. Since, the offending

vehicle was insured to cover third party risk and the Insurance Company indemnified the registered owner of the offending vehicle, it is under the statutory liability to pay the compensation. Hence, respondent/Insurance Company is liable to pay the Award amount to petitioner/s. Respondent/Insurance Company shall deposit the award amount within 30 days from the date of Award in the State Bank of India, Tis Hazari Branch, Delhi in the name of the petitioner under intimation to the petitioner and the Tribunal. In default of payment within the prescribed period, Respondent /Insurance Company shall be liable to pay a penal interest @ 12% p.a. for the period of delay till its realisation. The Compensation to the petitioner/s be disbursed as follows:-

S.No.	Name of the Petitioner/claimant	Age	Relation with injured/deceased (4)	Amount of award	Amount of award to be released immediately (6)	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	<b>Vikram Singh</b>	<b>54 Years</b>	<b>Self</b>	Rs. 2,10,000/-	NIL	Rs.2,10,000/**	FDR of Rs. 30,000/ each for a period of one to Seven months	
	<b>Total</b>			Rs. 2,10,000/-				

**\* Note:- This amount be transferred in the saving account of the petitioner/s situated near his/her residence. Petitioner/s shall provide the necessary details and identification to Manager, SBI, Tis Hazari Courts, Delhi under intimation to this Court within one week from today.**

**\*\* This amount shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, State Bank of India, Branch Tis Hazari Courts, Delhi.**

**The following conditions are imposed with respect to the fixed deposits:**

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s). (b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.

(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.

(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.

Copy of the Award be given to the parties free of costs.

Copy of this Award be also sent to concerned learned M.M. and DLSA.

Nazir is directed to prepare a separate file for compliance and be put up on **22/01/2021**.

**File be consigned to Record Room.**

**(Associate Member)**

**(LOVLEEN)  
PO MACT-02 (CENTRAL)  
DELHI/12/12/2020**