GJVD010074852022

**<u>Before the Motor Accident Claims Tribunal at Vadodara</u>**

**<u>Order below Exh.1</u>**
**in**
**<u>Motor Accident Claim Petition No.323 of 2022</u>**

in the matter of
**Vitthalbhai Chimanbhai Solanki … Claimant**
Versus
**Pragnaben D/o.Jayendrakumar Patel etc.3 … Opponents**

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The claimant and the opponent no.3 – TATA AIG General Insurance Co. Ltd. have entered into compromise settling the claim to the tune of Rs.2,25,000/- as full and final settlement. So, this tribunal is of the opinion that, the settlement arrived at between the parties is legal and within the purview of subject matter of the claim petition and also in the interest of claimant. The compromise [Exh.15] is, therefore recorded in exercise of the powers conferred under Order XXIII of the Code of Civil Procedure, 1908. Hence, following order is passed:

**<u>:: ORDER ::</u>**

**(1)** The present claim petition stands disposed of in view of the compromise arrived at between the parties brought on record vide Compromise Pursis at Exh.15.

**(2)** Opponent no.3 – TATA AIG General Insurance Co. Ltd. is hereby directed to deposit Rs.2,25,000/- (Rupees Two Lakhs

Twenty Five Thousand only) in the office of this Tribunal towards full and final compensation as settled between the parties in **Account No.40746217906 with State Bank of India, District Court Branch, Vadodara [IFS Code – SBIN0018839 / Branch Code – 18839]** within a month from today.

**(3)** On deposit of the amount of compensation as noted herein-above, the insurance company is directed to intimate this tribunal in a prescribed form via Email [Head-macp-vad].

**(4)** Since the parties have settled this claim petition in Lok-Adalat, office shall not deduct or recover the Court Fees from the awarded amount deposited with this Tribunal and the Court Fee Refund Certificate, as the case may be, be issued in the name of the claimants, if they have paid Court Fees.

**(5)** Out of the said amount, 50% be paid to the claimant through RTGS / NEFT in his Savings Bank Account No.02130100002086 with Bank of Baroda, Ranoli Branch [IFSC – BARB0RANOLI] after due verification and identification, while, remaining 50% amount is ordered to be invested in his name in any Nationalized Bank or Government Security to his choice for a period of Six Years on the following terms and conditions:

**(a)** The interest on the fixed deposit investment/s as and when it becomes due, shall be paid to the beneficiary;

**(b)** No loan, over-draft or advance known by any other name or nomenclature, shall be made available on the said fixed deposit investment and the Bank / Post Office shall not, directly or indirectly, allow any encumbrance on the said investment;

**(c)** The Bank / Post Office shall intimate to this Tribunal the particulars of fixed deposit investment such as the date of investment, number of fixed deposit receipt, date of maturity etc.;

**(d)** At the end of stipulated time period, the Bank / Post Office shall pay the principal amount of the fixed deposit, with bonus / interest accrued thereon, if any, to the beneficiary.

**(6)** Parties to bear their own costs.

**(7)** Any undecided application/s shall stand disposed off.

**(8)** Award be drawn accordingly.

**Decided in Lok-Adalat today, on this 9th day of September 2023**

**Sd/-**
**(Utkarsh Thakorbhai Desai)**
**Chairman**
**MAC Tribunal, Vadodara**
**UID Code No.GJ01314**

Jay Chauhan