District – Paschim Bardhaman.

IN THE MOTOR ACCIDENT CLAIMS TRIBUNAL, DURGAPUR.

[Additional District Judge, 2nd Court, Durgapur, Paschim Bardhaman]

Present: Prashant Chowdhary (WB01487)
Addl. District & Sessions Judge,
2nd Court, Durgapur, Paschim Bardhaman.

In the matter of

Money Execution Case No.01/2019 (CIS-03/2019)

CNR No.WBBD090000762019

(Arising out of MACC No. 189 of 2014)

An application for execution of the judgment and decree passed on 30.08.2018 in connection with MACC No. 189 of 2014

1. Abida Begam
2. Yasmin Solanki

.....… Petitioners.

V/S

1. Bajaj Allianz General Insurance Co. Ltd.

…. Opposite Party

Date of institution:15.01.2019

Date of concluding hearing: 18.06.2026

Date of Delivery of Order : the 30th day of June, 2026

ORDER IN EXECUTION.

1. This money execution case has arisen out of an application dated 15.01.2019 filed by 1. Abida Begum and 2. Yasmin Solanki being the petitioners against the Opposite party/Insurance Company namely, Bajaj Allianz General Insurance Co. Ltd. for execution of the judgement and decree passed on 30.08.2018 in connection with MACC no. 189/2014.

2. The case of the petitioners in nutshell is that the Motor Accident Claims Tribunal awarded compensation in favour of the petitioners against the Opposite

Party/Insurance Company namely, Bajaj Allianz General Insurance Co. Ltd. for grant of compensation of Rs.33,69,608/- along with 6% interest per annum from the date of filing of the claim application till the realization within 45 days from the date of passing of the judgement failing which the claimants were at liberty to execute the order as per law. The OP/Insurance Company did not comply the order of the Ld. Tribunal and did not deposit any amount of the judgement/award in favour of the petitioners and as such the petitioners had filed this execution case praying for a direction upon the manager of Standard Chartered Bank, BBD Bag, Kolkata to recover the awarded amount along with 6 % interest by way of attachment of money from the bank account of Bajaj Allianz General Insurance Co. Ltd. vide bank account no. 22905127354 and after attachment send the same to the Ld. Tribunal for payment to the petitioners.

3. The Opposite Party/Insurance Company appeared in this case and on 11.03.2019 filed a petition for deposit of two cheques before this Tribunal in respect of the award passed by this Tribunal on 30.08.2018 in connection with MACC Case No. 189/2014 and thereby on 11.03.2019 deposited two cheques being no. 911352 and 911353 both dated 02.01.2019 in the name of Abida Begum and Yasmin Solanki respectively both amounting to Rs.20,16,705/- drawn on Standard Chartered Bank before this Tribunal.

4. The petitioners on 12.03.2019 filed a petition before this Tribunal for withdrawal of the two cheques being no. 911352 and 911353 both dated 02.01.2019 in the name of Abida Begum and Yasmin Solanki respectively both amounting to Rs.2,016,705/- drawn on Standard Chartered Bank and thereby received the said two cheques before this Tribunal.

5. The petitioners on 12.03.2019 also filed a petition with a prayer for passing necessary order and direction upon the Opposite Party/Insurance Company for deposit of the actual calculated awarded amount. It has been stated by the petitioners that after completion of all the proceedings the Ld. Tribunal was pleased to pass an order in favour of the petitioners and directed the opposite party/insurance company to deposit the awarded amount of Rs.33,69,608/- along with 6% interest from the date of filing of the case till its realization within 45 days of the delivery of the judgment. Due to noncompliance of the Ld. Tribunal order the present execution case has been instituted against the OP/Insurance Company and during the execution proceeding the OP deposited the awarded amount on 11.03.2019 by two A/c payee cheques of

Rs.20,16,705/- each was deposited without going into any proper calculation. It has been stated by the petitioners that the actual calculated awarded amount is Rs.33,69,608/- X 6% interest per year i.e. (01.04.2014 to 11.03.2019 = 4 years 11 months and 10 days = Rs.9,99,650/-) + Rs.33,69,608/- = Rs.43,69,258/- (-) Rs.40,33,410/- (paid on 11.03.2019) = Rs.3,35,848/- is still due. Accordingly, the petitioners prayed for a direction upon the opposite party/Insurance Company to deposit the actual calculated amount i.e. Rs.43,69,258/- (-) Rs.40,33,410/- = Rs.3,35,848/- in favour of the petitioners being the due award amount.

6. The opposite party/Insurance Company filed its written objection against the money execution case. It has been stated by the opposite party/Insurance Company that it is specifically submitted by the answering OP that the claim of the petitioner is totally baseless as they have received entire claim amount from the opposite party/Insurance Company and the petitioners are trying to take benefit of error in judgement. In the judgement dated 30.08.2018 Ld. Court was pleased to mention that the claimant is entitled to get interest from the date of filing of this case but erroneously put the date 01.04.2014 in place of 24.11.2014 and the claimants in order to make wrongful gain filed this execution case. By filing the written objection opposite party/Insurance Company stated that the actual calculation is as follows:

Actual award =	Rs.33,69,608/-
Interest from 24.11.2014 to 31.12.2018 @ 6% =	(+) Rs.8,29,754/-
	Rs.41,99,362/-
TDS deducted upon interest =	(-) Rs.1,65,952/-
Therefore, the total awarded amount to be paid was =	Rs.40,33,410/-

The opposite party/insurance company had already paid Rs.40,33,410/-. It has been stated that the opposite party/insurance company that TDS was deducted @ Rs.1,65,952/-. It is stated by the opposite party/insurance company that the claimants are not entitled to get any awarded amount and hence prays for dismissal of the execution case.

7. From the case record it is appearing that this Motor Accident Claims Tribunal in MACC no. 189/2014 passed judgement on 30.08.2018 holding that the petitioners do get an award of Rs.33,69,608/- plus interest @ 6% per annum from the date of filing i.e. on 01.04.2014 till realization as per provision of section 171 of the MV Act and directed the opposite party/insurance company to issue two A/C payee cheque @ Rs.16,84,804/- each in the name of petitioner no. 1 Abida Beguma and

petitioner no.2 Yasmin Solanki within 45 days failing which the claimant will be at liberty to execute the order as per law.

8. It is the submission of the Ld. Advocate for the petitioner that it is the duty of the Insurance Company to deposit the amount after due calculation. He stated that in the judgment there is no direction upon the Insurance Company to deduct TDS. He stated that in a motor accident compensation claim case the compensation awarded by the Tribunal is not an income as per the provisions of the Income tax laws and therefore the compensation awarded by the Tribunal is exempted from tax deduction.

It is the submission of the Opposite Party/ Insurance Company that as per the general principle if the claimant receives the cheque as deposited by the Insurance Company then the further claim extinguishes. He submitted that the claimants have not submitted Pan Card and if the Pan Card would have been submitted before the Insurance Company then the claimant could have receive back the amount. He also submitted that in the judgment of the Tribunal inadvertently the date of filing of the claim application has been typed as 01.04.2014 in place of 24.11.2014 and the claimant had also claimed the interest from 01.04.2014 in place of 24.11.2014. He stated that the interest on the awarded sum will be calculated from 24.11.2014 that is the date of filing of the claim application. He also submitted that the interest should be calculated from 24.11.2014 to 31.12.2018.

9. At the time of hearing Ld. Advocate for the petitioner fairly submitted that the claim case was filed on 24.11.2014 and inadvertently in the judgment the date has been mentioned as 01.04.2014. He submitted that the interest on the awarded amount should be calculated from 24.11.2014 till the date of its realization and in the present case the date of realization is 11.03.2019 as the Insurance Company have deposited the cheques on 11.03.2019.

Ld. Advocate for the Insurance Company submitted that the interest upon the awarded amount should be calculated from 24.11.2014 till 31.12.2018.

10. Section 171 of the Motor Vehicle Act is herein below is reproduced: -

Section 171. Award of Interest where any claim is allowed- where any claims Tribunal allows a claim for compensation made under this Act, such Tribunal may direct that in addition to the amount of compensation simple Interest shall also be paid at such rate and from such dates not earlier than the date of making the claim as it may specify in this behalf.

In the judgment it has been specifically mentioned that “the petitioners do get an award of Rs.33,69,608/- plus interest @ 6% per annum from the date of filing i.e. on 01.04.2014 till realization as per provision of section 171 of the MV Act".

Therefore, considering the submissions of both the sides and on perusal of the case record it is apparent that the claim case was filed on 24.11.2014. It is also apparent that the Insurance Company had deposited the cheques in favour of the petitioners on 11.03.2019. Thus, this Tribunal is of the considered opinion that the interest @ 6% on the awarded amount is to be calculated from 24.11.2014 (date of filing of the claim application) till 11.03.2019 (being the date of realization considering the cheques in compliance of the judgement being deposited by the Insurance Company on that date).

11. Record reveals that on 06.04.2026 the OP-2/Insurance Company deposited two cheques being no- 974619 dated 27.03.2026 of Rs. 82,976/- and cheque no- 974620 dated 27.03.2026 of Rs. 82,976/- total to Rs.1,65,952/- in favour of petitioners namely, Abida Begam and Yasmin Solanki and the record further reveals that on 20.05.2026 the said cheques were withdrawn by the petitioners.

12. Therefore, it is apparent that the petitioners claim interest from 01.04.2014 to 11.03.2019 and on the other hand the OP-2/Insurance Company stated that the interest to be calculated from 24.11.2014 to 31.12.2018. However, this Tribunal is of the considered opinion that the interest @ 6% on the awarded amount is to be calculated from 24.11.2014 (date of filing of the claim application) till 11.03.2019 (being the date of realization considering the cheques in compliance of the judgement being deposited by the Insurance Company on that date).

From the submission of both the sides it is clear that the already deposited amount by the Insurance Company includes interest paid till 31.12.2018.

Thus, the Insurance Company is to pay to the petitioners interest @ 6% on the awarded amount from 01.01.2019 till 11.03.2019. Therefore, the Insurance Company be given a direction to pay the interest @ 6% on the awarded amount from 01.01.2019 till 11.03.2019 after due calculation to the petitioners within one month from the date of passing of this order through this Tribunal by issuing two A/C payee cheques in the name of Abida Begam and Yasmin Solanki in equal proportion.

Hence;

IT IS ORDERED,

That the Money Execution case being no. **01/2019 (R-03/2019)** be and the same is hereby allowed in part on contest against the OP/Bajaj Allianz General Insurance Co. Ltd.

The OP/Insurance Company namely, Bajaj Allianz General Insurance Co. Ltd. is directed to pay the interest @ 6% on the awarded amount from 01.01.2019 till 11.03.2019 after due calculation to the petitioners namely, 1.Abida Begam and 2.Yasmin Solanki in equal proportion within one month from the date of passing of this order through this Tribunal by issuing two A/C payee cheques in the name of 1.Abida Begam and 2.Yasmin Solanki.

Let a copy of this order be supplied to the OP No.2/Bajaj Allianz Insurance Co. Ltd. through Ld. lawyer on record for information and necessary compliance.

Dictated & corrected by me

Judge,MACT,
2nd Court, Durgapur,
Paschim Bardhaman

Judge,MACT,
2nd Court, Durgapur,
Paschim Bardhaman
(WB01487)