23 MACT 69/24
DAR-MANOJ KUMAR AND ORS VS. RAM SINGH

03.11.2025

Present:- Sh. Madhur Goel, Ld. counsel for the petitioner with petitioner.

Matter is passed over till 11.00 a.m.

(Vijay Kumar Jha)
PO (MACT-01)/SHD/Delhi
03.11.2025

At 11.06 A.M.

Present:- Sh. Madhur Goel, Ld. counsel for the petitioner.
Sh. Nitin Goel, Ld. counsel for respondent/insurance co.

Matter is passed over till 11.30 a.m.

(Vijay Kumar Jha)
PO (MACT-01)/SHD/Delhi
03.11.2025

At 12.32 P.M.

Present:- Sh. Madhur Goel, Ld. counsel for the petitioner.
Sh. Nitin Goel, Ld. counsel for respondent/insurance co.

List of witnesses along with an application for summoning of witness has been filed on behalf of respondent/insurance co. Same has been opposed to by Ld. Counsel for the petitioner on the ground that onus to prove the income is on the petitioner and if he fails to prove the petitioner would be entitled to minimum wages. However, Ld. counsel for respondent/insurance co. submits that on record it has come that after the accident the petitioner is not working because of which it is necessary to record his deposition.

In view of the submission, application for summoning is allowed. **Let the witness be summoned on PF and diet money to be paid by respondent/insurance co**.

The application is disposed of.

Petitioner is directed to get open his saving bank A/c near the place of his residence and shall remain present on next date alongwith his original bank passbook, *aadhaar* card and PAN card. Further, for the protection of award amount, the Bank Manager of petitioners' bank is directed to comply with the following conditions: -

(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 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 debit card(s) freeze 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.

Put up for RE on **19.01.2026.**

Copy of order be given dasti.

(Vijay Kumar Jha)
PO (MACT-01)/SHD/Delhi
03.11.2025

VIJAY KUMAR JHA

Digitally signed by VIJAY KUMAR JHA
Date: 2025.11.03 15:55:15 +0530