IN THE COURT OF MS. CHARU GUPTA
ADDITIONAL DISTRICT AND SESSIONS JUDGE
PO MACT-01 (SE), SAKET COURTS : NEW DELHI

MACT NO:605/24
Ram Subhag Yadav v. Mintu Mahto

1. **Sh. Ram Subhag Yadav**
S/o Sh. Misri Yadav
R/o D-12, Ismailpur,
Faridabad, Haryana.

......Petitioner

VERSUS

1. **Mintu Mahto**
R/o Hatha Din
Muzzafarpur, Bihar.

……Driver/Respondent no.1

2. **Anil Setu**
R/o 4/21, Geeta Colony
Delhi.

……Owner/Respondent no.2

3. **TATA AIG Insurance company Ltd.**
810-816, 8th floor,
World Trade Center, Sec-16,
NOIDA, U.P.

….Insurance company/Respondent no.3

Date of Accident	:	**21.04.2022**
Result of Accident	:	**Disability**
Date of filing DAR	:	**31.10.2022**
Date of settlement Award	:	**27.03.2026**

AWARD

1. Present accident claim is based on a detailed accident report (DAR) filed by the police in terms of provisions of MV

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Act.

2. The brief facts of the case are that the accident took place on 21.04.2022 resulting in grievous injury to petitioner Ram Subhag Yadav. The plea of petitioner is that the accident took place due to rash and negligent driving by the respondent No.1/driver while driving the offending vehicle bearing No. DL-1GC-9196 at the time of accident.

3. Matter has been settled between petitioners/claimants and the insurance company for a sum of Rs.16,50,000/-**(Rupees Sixteen lacs fifty thousand)**. As per the settlement arrived between the parties, settlement amount shall be payable to petitioner by insurance company. Joint statement of petitioner and counsel for insurance company have been recorded separately to this effect.

4. In view of above, the matter is disposed off with an Award for a sum of Rs.16,50,000/-**(Rupees Sixteen lac Fifty thousand only)**. in favour of the claimants. This amount shall be paid through DD/NEFT/RTGS in their respective bank accounts within 30 days from today failing which, the defaulter shall be additionally liable to pay an interest at the rate of 7.5% p.a. from the date of filing of petition till realization.

5. The award amount shall be deposited with State Bank of India, Saket Court Branch, New Delhi by way of **RTGS/NEFT/IMPS in MACT SAVING ACCOUNT No. 00000042706875094, IFS Code SBIN0014244 and MICR code 110002342** under intimation to the Nazir.

APPORTIONMENT

6. In view of the settlement award, apportionment between

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LRs of deceased are done in following manner;

> *(i) Out of of the total amount awarded to petitioner i.e. Rs.16,50,000/-, Rs.8,25,000/- be released to him in his saving bank account and remaining amount of Rs.8,25,000/- be kept in the form of monthly FDRs of Rs.50,000/- as per rules/directions.*

7. The following conditions are to be adhered to by SBI, Saket Courts, Delhi 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 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 be 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

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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.

8. List for compliance on **27.04.2026.**

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Announced in open Court
On 27th March, 2026

(Charu Gupta)
PO-MACT-01 (South-East)
Saket Court/ New Delhi