ORDER BELOW EXH.1 IN M.A.C. PETITION NO.995 OF 2013

1. Parties have produced Compromise pursis at Exh.28. As per order passed below Compromise pursis, the same is recorded and accepted.
2. The claimant as well as the opponent – **The New India Assurance Company Ltd.,** have entered into compromise settling the claim to the tune of **Rs.5,05,000=00 Less NFL paid Rs.25,000/- = Rs.4,80,000/- with The New India Assurance Company Ltd.** The Compromise pursis produced by the parties is read over to them. Thus, this Tribunal is of the opinion that the settlement arrived 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 is, therefore, recorded in exercise of the powers conferred under Order 23 of the Civil Procedure Code. Hence, following order is passed:

:: ORDER ::

1. **Opponent- The New India Assurance Company Ltd,** is hereby directed to deposit **Rs.4,80,000=00** in the office of this Tribunal towards full and final compensation as settled after deducting the amount of interim compensation, if any paid U/Sec.140 of M.V. Act, within one month from the date of this order failing which claimant shall be entitled to claim interest @ 7.5%.
2. The office shall not deduct or recover the amount of Court fees from the awarded amount deposited with this Tribunal, as the matter is compromised in Lok-Adalat. Moreover parties to bear their own costs
3. Court Fees Refund Certificate, as the case may be, be issued in the name of the claimant/ Ld. Advocate appearing on behalf of claimant, if he has paid Court fees, if any.
4. On depositing the amount of compensation, **50%** amount be deposited in **Fixed Deposit** in the name of claimant in any Nationalized Bank for the period of **Six (6)** Years and the remaining **50%** amount be paid to the claimant **by an Account Payee Cheque** on due verification and identification.
5. The aforesaid Fixed Deposit be made with the condition that no any facility by way of loan, over-draft or cash credit shall be available on the aforesaid investment and the Bank shall not allow the claimant to create any burden upon such deposit. However, the claimant is entitled to receive the periodical interest accrued on the aforesaid FDR.
6. At the maturity of above period of FDR, the bank shall pay the principal amount to the concerned claimant without any further order of the Tribunal.
7. In view of the above, the present claim petition stands disposed off accordingly as compromised in **National Lok-Adalat.**

Date : 10.07.2021.
Place : Vadodara.

[Sanjaymumar Champaklal Gandhi]
M. A. C. Tribunal (Aux),
Vadodara. Code No: GJ-00699

smp