

Order Passed Below Exh.1
In
M.A.C.P. No. 08/2024

The Learned Advocate for the claimant/s has submitted this compromise pursis wide Ex.28 duly signed by the Opponent No.2 Insurance company. The contents of this compromise purshis is read over and explained to the applicant and applicant has admitted the same voluntarily. Opponent No.2 Insurance company has remain present and has also admitted the contents of Compromise pursis voluntarily. Hence, the compromise is ordered to be recorded and the following order is passed in the interest of justice in National Lok Adalat.

:: ORDER ::

- (1) The Opponent No.2, Insurance company (**RELIANCE GENERAL INSURANCE CO. LTD..**) is ordered to pay an amount of Rs.1450000/- (Rupees **FOURTEEN LAC FIFTY THOUSAND ONLY**), towards the final compensation of this petition to the claimant. Claim petition is disposed off against other opponent/s.
- (2) Out of the aforesaid awarded amount firstly to deduct Interim compensation amount, if paid.
- (3) No amount for the deficit court fees stamp, be deducted as this compromise is made in Lok-Adalat. Court Fees refund certificate be drawn in terms of applicable rules. If paid in advance.
- (4) After deposit of amount, Total amount of Medical bill (if any) will be paid in cash by way of account payee cheque after due verification.
- (5) It is hereby ordered that applicant No. 1 to 3 i.e. CHILDREN of the deceased is entitled 20% share each out of the awarded amount

of compensation, applicant No. 4 I.e. MOTHER of deceased is entitled 40% share out of the awarded amount of compensation.

- (6) The remaining amount of the compensation, 50% amount shall be paid in cash to the Applicants by account payee cheque and remaining 50% amount shall be deposited in fixed deposit Receipt in the name of Applicants in any Nationalized Bank of the choice of the Applicant for a period of 5 years.
- (7) The applicant is entitled to withdraw periodical interest occurred on the said fixed deposit. The applicant will not be entitled to take any loan or advance against this fixed deposit and the bank shall not borrow any loan or advance against the said fixed deposit without the permission of this Tribunal. A specific note to this effect shall be made on the receipt of said fixed deposits by the bank.
- (8) Both the parties agree to bear their own costs.
- (9) Award be drawn accordingly.

Rajkot.
Date: 14/09/24
NATIONAL LOK ADALAT

(Vasantkumar Kantilal Bhatt)
10th Additional District Judge &
M.A.C.T. (Special),
Rajkot.

એવોર્ડ

રાજકોટના મહે. મોટર એક્સીડન્ટ ક્લેઈમ્સ ટ્રીબ્યુનલ(સ્પેશીયલ)
સમક્ષ,રાજકોટ

ક્લેઈમ કેસ નંબર-08/2024
આંક-

Petitioner and Advocate

- 1) L/H OF D/S HARIBHAI NATHABHAI (1) AJAY HARIBHAI ALAGOTAR
Address - BHOYRESHVAR PLOT,BHARVAD NESH,THANGADH DIS-S.NAGAR
Advocate- S J GOHIL
- 2) VIJAY HARIBHAI ALAGOTAR
BHOYRESHVAR PLOT,BHARVAD NESH,THANGADH DIS-S.NAGAR
- 3) REKHABEN HARIBHAI ALAGOTAR
BHOYRESHVAR PLOT,BHARVAD NESH,THANGADH DIS-S.NAGAR
- 4) KASHIBEN NATHABHAI ALAGOTAR
BHOYRESHVAR PLOT,BHARVAD NESH,THANGADH DIS-S.NAGAR

Respondent and Advocate

- 1) DASHARTHSINH BANUBHA KASHELA
Address - TIKAR TA.MULI DIS-S.NAGAR
- 2) RELIANCE GENERAL INSURANCE CO.LTD.,
THIRD FLOOR, BUSINESS AMPAIRE, DR. RADHAKRUASHANA ROAD,
NR.KATHIYAVAD JIMKHANA, RAJKOT
Advocate-M H PARMAR
- 3) GHANSHYAM NATHABHAI ALAGOTAR
BHOYRESHVAR PLOT,B/H.G.E.B.,THANGADH DIS-S.NAGAR
- 4) BAJAJ ALLIANZ GENERAL INSURANCE CO.LTD.
ANANT THE WARKSPESH,2-FLOOR,SHOROOM NO-1/2 OFFICE NO-
201,KALAWAD ROAD,RAJKOT
Advocate-S H MODHA
- 5) TATA AIG GENERAL INSURANCE CO.LTD.,
3-FLOOR,ARIHANT COMPLEX,VIRANI CHOWK,TAGORE ROAD,RAJKOT
Advocate-V K KAKKAD

ક્લેઈમ કેસ દાખલ તારીખ:-	01/01/24
ક્લેઈમ કેસ ફેસલ તારીખ:-	14/09/24

અરજદાર અને તેના વકીલ શ્રી હાજર છે. સામાવાળા તથા તેઓના વકીલશ્રી સમાધાન કરવા અંગેના અધીકાર સાથે હાજર છે. તેઓએ **આંક-28** થી સમાધાન પુરશીશ રજુ કરતા તેની નીચેના હુકમથી એવો કરારદાદી હુકમ કરી આપવામાં આવે છે કે,

ORDER

- (1) The Opponent No.2, Insurance company (**RELIANCE GENERAL INSURANCE CO. LTD..**) is ordered to pay an amount of Rs.**1450000/-** (Rupees **FOURTEEN LAC FIFTY THOUSAND ONLY**), towards the final compensation of this petition to the claimant. Claim petition is disposed off against other opponent/s.
- (2) Out of the aforesaid awarded amount firstly to deduct Interim compensation amount, if paid.
- (3) No amount for the deficit court fees stamp, be deducted as this compromise is made in Lok-Adalat. Court Fees refund certificate be drawn in terms of applicable rules. If paid in advance.
- (4) After deposit of amount, Total amount of Medical bill (if any) will be paid in cash by way of account payee cheque after due verification.
- (5) It is hereby ordered that applicant No. 1 to 3 i.e. CHILDREN of the deceased is entitled 20% share each out of the awarded amount of compensation, applicant No. 4 I.e. MOTHER of deceased is entitled 40% share out of the awarded amount of compensation.
- (6) The remaining amount of the compensation, 50% amount shall be paid in cash to the Applicants by account payee cheque and remaining 50% amount shall be deposited in fixed deposit Receipt in the name of Applicants in any Nationalized Bank of the choice of the Applicant for a period of 5 years.
- (7) The applicant is entitled to withdraw periodical interest occurred on the said fixed deposit. The applicant will not be entitled to take any loan or advance against this fixed deposit and the bank shall not borrow any loan or advance against the said fixed deposit without the permission of this Tribunal. A specific note to this effect shall be made on the receipt of said fixed deposits by the bank.
- (8) Both the parties agree to bear their own costs.
- (9) Award be drawn accordingly.

ખર્ચનો આંકડો

ક્રમ નં.	વિગત	અરજદારને થયેલ ખર્ચ	સામાવાળાને થયેલ ખર્ચ
૧	કોર્ટ ફી.	સ મા ધા ન	સ મા ધા ન
૨	વકીલાતનામાનો સ્ટાંપ		
૩	વકીલ ફી		
૪	પ્રોસેસ ફી		
	કુલ	-	-

આજરોજ તારીખ 14/09/24 ના રોજ મારી સહી તથા ટ્રીબ્યુનલનું સીલ કરીને આપ્યું.
તૈયાર કરનાર તપાસી જોનાર

આસીસ્ટન્ટ સુપ્રિટેન્ડેન્ટ

(વસંતકુમાર કાંતિલાલ ભટ્ટ)
એમ.એ.સી.ટી.(સ્પે.)
રાજકોટ

MACP NO. 08/2024

[illegible]