

GJBK010049542025



**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL
(3RD AUXI.), BANASKANTHA,
AT. PALANPUR**

MACP NO.418/2025

ORDER BELOW EXH.1

(1) Applicant and Opponent No.2 insurer of the errant vehicle reached to amicable settlement in regards to dispute in National Lok Adalat and as such he filed compromise pursis at **Exh-15**. Parties to the petition read over to the same. The terms and conditions of the compromise pursis are admitted upon the parties satisfaction. Compromise pursis is recorded.

(2) The present matter is disposed off in terms of compromise pursis at **Exh-15**. The opponent No.2 shall deposit amount of **Rs.2,40,000/- (RUPEES TWO LAKHS FORTY THOUSAND ONLY)** being agreed settlement amount less payment made if any under NFL, within one month in the account of applicant. Failing which the applicants shall be entitled for the yearly interest at 9% on awarded amount, after expiry of 1 month.

(3) The opponent No.2 is directed to deposit the amount of compensation through RTGS/NEFT in the following bank account of applicant, as mentioned below ;

Applicant –Mohanbhai Khemabhai Senma,
Name of Bank : Bank of India,
Name of Account : Mohanbhai Khemabhai Senma
Bank Branch Name : Satlasana.
Bank Account No. 221610510004563
Bank IFSC Code No. BKID0002216

(4) Out of the awarded compensation to the claimant, 50% amount order to be deposited in the Fixed Deposit Receipt in the name of applicant for a period of Five(5) Years and the remaining 50% amount shall be paid to the applicant in his/her bank account after due verification and identification.

(5) The applicant is directed to furnish his bank particulars i.e. bank account number and branch, IFSC code of concerned Bank and copy of Pan Card before the Insurance Company and thereafter, Insurance Company on is directed to make disbursement of the amount of compensation to the applicant, after due and proper verification.

(6) This claim petition against rest of the opponent/s are disposed off accordingly.

(7) The investment of Fixed Deposit shall carry the following terms and conditions:-

(A) Applicant is entitled to get interest on the Fixed Deposit receipt quarterly if he desires without permission of this Tribunal.

(B) No loan, overdraft or advance, known by any name or nomenclature shall be made available on the said FDR and the Bank shall not allow any encumbrance on the said Fixed Deposit.

(C) At the end of stipulated period of F.D., as aforesaid the Bank shall pay the total amount of F.D. with interest accrued thereon, if any by A/c Payee Cheque to be drawn in the name of the applicant without permission of the Tribunal.

(8) Award be drawn accordingly.

(9) The applicant is entitled to get refund of Court Fees, if any,

paid by the applicant, as per Government Notification No. L/28/09 NALSA, Dated. 14/10/2009 issued by National Legal Services Authority.

(10) Opponent/s are directed to scrupulously follow the guidelines issued by the **Honorable High Court of Gujarat** in the case of **Hansagauri Prafulchandra Ladhani & Ors. V/s. Oriental Insurance Co. Ltd. & Ors. [2007 ACJ 1897]** in respect of TDS.

(11) Necessary Yadi be sent to the concerned bank for the compliance of this order.

Signed and pronounced in Lok Adalat on this 14th day of March, 2026.

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| Date: 14/03/2026 Palanpur | (Piyushkumar A. Patel) <i>Chairman</i> M.A.C.Tribunal (Auxi.) Banaskantha, At-Palanpur Code No.GJ00803 |
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