

GJBK010052852024



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Received On: 18-12-2024

Registered On: 18-12-2024

Decided On: 30-03-2026

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**BEFORE THE MOTOR ACCIDENTS CLAIMS TRIBUNAL
[MAIN], BANASKANTHA DISTRICT, AT PALANPUR.**

M.A.C.P. No.327/2024

Legal heirs of deceased Bhikhaji Ratuji Devda :

1. Devda Ratuji Godadji, Age - 59 years,
Occu: Agriculture/Animal Husbandry
work,
2. Devda Madhuben Ratuji, Age-56 years,
Occu: Agriculture/Animal Husbandry
work,
3. Ashaben D/o Ratuji and W/o Kanjiji Rana,
Age-32 years, Occu. Agriculture/Animal
Husbandry work,
4. Bhagvatiben D/o Ratuji and W/o Mukeshsinh
Rathod, Age-32 years, Occu. Agriculture/Animal
Husbandry work,
5. Krishnaben W/o Bhikhaji and D/o Bhupatsinh
Devda, Age-32 years, Occu. Agriculture/Animal
Husbandry work,
6. Pranjalba Bhikhaji Devda, Age-3 months,
Occu. Nothing, being minor through her
natural guardian & next friend applicant No.5

All are residing at Rupal, Tal. Vadgam,
Dist. Banaskantha.

.....Petitioners

Versus

1. Solanki Babuben Chandansinh,
Age - Adult, Occu. Household work,
R/o Pepol, Tal. Vadgam, Dist. Banaskantha.
(Owner of Eeco car No.GJ-24-K-3371)
2. Liberty General Insurance Co.Ltd.
Address - Unit No.603 to 606, 6th Floor,
D & C Dynasty, Nr. Stadium Circle,
Chimanlal Girdharlal Road, Navrangpura,
Ahmedabad - 380009.
(Insurer of Eeco car No.GJ-24-K-3371)
3. Architpuri Pushkarpuri Goswami,
Age - Adult, Occu. Driving,
R/o Patelvas, Vadgam, Tal.Vadgam,
Dist. Banskantha.
(Owner of M-Cycle No.GJ-08-DA-8011)
4. Cholamandalam General Ins.Co.Ltd.
Opp. Rajendra Gandhi Hospital, Mehsana,
Radhanpur Road, Mehsana, Dist.Mehsana.
(Insurer of M-Cycle No.GJ-08-DA-8011) ... **Opponents**

Claim petition for Rs.80 Lacs u/s. 166 of MV Act.

Appearance:

Mr. C.S. Parmar, L.A. for the Petitioners.
Mr.M.P.Zala, L.A. for opponent No.1.
Mr.B.A.Raval, L.A. for opponent No.2.
Mr.S.M.Bihari, L.A. for opponent No.3.
Mr.R.A.Raval, L.A. for opponent No.4.

JUDGMENT

[1] The petitioners, who are heirs and legal representatives of the deceased, have filed the present claim seeking compensation to the tune of Rs.80 lacs from the opponents on

account of death of Bhikhaji Ratuji Devda due to the injuries sustained by him in an accident that took place on 07.11.2024 at the time and place specified in para 7 of the petition involving the Eeco car No.GJ-24-K-3371 which was being driven in a rash and negligent manner by driver of opponent No.1, which was also of the ownership of the opponent No.1, and which according to claim petition was duly insured by the opponent No.2, insurance company, and therefore, it is urged that the opponents No.1 and 2 be held jointly and severally liable to pay the amount of compensation so required to be awarded herein. The owner and insurance company of the Motorcycle No.GJ-08-DA-8011 were also joined as opponents No.3 and 4 respectively.

[2] It is the case of the petitioners that on 07.11.2024 at about 8-30 p.m. deceased Bhikhaji Ratuji Devda was riding on motorcycle No.GJ-08-DA-8011 and going to take dinner in the hotel. It is also case of the petitioners that when deceased was passing on Vadgam to Himmatnagar Highway road No.58, near Megal Cross Roads, at that time the driver of one Eeco car No.GJ-24-K-3371 came driving the said car at a very high and excessive speed and in rash and negligent manner and dashed with the motorcycle of deceased who was driving the motorcycle slowly and correct side of the road. In this accident the deceased had suffered serious fatal injuries and died and one Architpuri Pushkarpuri Goswami, pillion rider of the motorcycle had suffered serious injuries. It is also case of the petitioners that after the accident the driver of the Eeco car fled away from the place of accident.

[3] It is also the case of the petitioners that the deceased was aged about 25 years at the relevant point of time and was earning

Rs.25,000/- per month by serving in the Manav Infrazone Construction company as Site Supervisor and was also earning separately Rs.25,000/- per month by doing agriculture and animal husbandry work and Mas finance business. On account of his untimely death the petitioners are deprived of his income and have suffered great mental shock. Therefore, the petitioners have claimed Rs.80 lacs from the opponents as compensation for the loss of dependency, loss of expectation of life, funeral expenses etc.

[4] The opponents are duly served.

[5] The opponent No.1, owner of the Eeco car No.GJ-24-K-3371, and is duly served and has, in fact, appeared on the record of the proceedings and has contested the petition by filing written statement which is on the record of the proceedings at Ex-16. The opponent No.1 has taken up all available defences and has, generally speaking, denied any liability to pay any amount much less the amount of compensation claimed. It is submitted that actually the accident not occurred due to the negligence on part of driver of the Eeco car. But actually the deceased was driving his car on wrong side and came before the Eeco car and at that time the driver of Eeco car had applied breaks and at that time deceased had lost control over the motorcycle and fell down on the road. Hence, deceased died due to his own negligence. It is also submitted that actually the said Eeco car was duly insured with the opponent No.2 and if the Tribunal comes to the conclusion that the accident occurred due to the negligent driving of driver of the Car, in that case the opponent No.2 is liable to pay compensation to the claimants. The opponent has, generally

speaking, sought for a dismissal and rejection of the present application.

[6] The opponent No.2, is the insurance company of Eeco car No.GJ-24-K-3371, and is duly served and has, in fact, appeared on the record of the proceedings and has contested the petition by filing written statement which is on the record of the proceedings at Ex-32. The opponent insurance company has taken up all available defences and has, generally speaking, denied any liability to pay any amount much less the amount of compensation claimed. It is submitted that the driver of the vehicle was not holding valid driving licence. It is submitted that the complaint of the accident is lately filed. It is also denied that accident occurred due to the negligence on part of driver of the car No.GJ-24-K-3371 as alleged. It is specifically stated that there was no negligence on the part of the driver of car and the accident occurred due to sole negligence on part of deceased himself. The opponent has, generally speaking, sought for a dismissal and rejection of the present application.

[7] The opponent No.3, owner of the Motorcycle No.GJ-8-DA-8011, and is duly served and has, in fact, appeared on the record of the proceedings and has contested the petition by filing written statement which is on the record of the proceedings at Ex-13. The opponent No.3 has taken up all available defences and has, generally speaking, denied any liability to pay any amount much less the amount of compensation claimed. It is submitted that actually the accident occurred due to the sole negligence on part of driver of the Eeco car No.GJ-24-K-3371. It is also submitted that the deceased was driving his motorcycle on correct side of the road and slowly and the driver of the Eeco

car No.GJ-24-K-3371 came on wrong side and dashed with the motorcycle. Hence, in this case the deceased was not negligent. It is also submitted that actually the said motorcycle was duly insured with the opponent No.4 and if the Tribunal comes to the conclusion that the accident occurred due to the negligent driving of deceased, in that case the opponent No.4 is liable to pay compensation to the claimants. The opponent has, generally speaking, sought for a dismissal and rejection of the present application.

[8] The opponent No.4, is the insurance company of motorcycle No.GJ-08-DA-8011, and is duly served and has, in fact, appeared on the record of the proceedings and has contested the petition by filing written statement which is on the record of the proceedings at Ex-25. The opponent insurance company has taken up all available defences and has, generally speaking, denied any liability to pay any amount much less the amount of compensation claimed. It is submitted that the driver of the vehicle was not holding valid driving licence. It is specifically stated that the policy of the motorcycle was Bundle policy and the accident occurred on second year of policy in which risk of rider or pillion rider is not covered in the policy. Hence, the opponent No.4 is not liable to pay compensation. It is also submitted that actually the alleged accident occurred due to the sole negligence on part of driver of the Ecco car No.GJ-24-K-3371 and deceased was not at all liable for the accident. Hence, the opponent No.4 is not liable to pay compensation. The opponent has, generally speaking, sought for a dismissal and rejection of the present application.

[9] It is in the background of such rival pleadings that this Tribunal was pleased to frame the issues as follows Ex.26:

- (i) Whether the claimants prove that the deceased died because of rash and negligent driving of the driver of the vehicle involved in this accident?
- (ii) Whether the claimants are entitled to get compensation? If yes, from whom and what amount?
- (iii) What order and award?

[10] My findings on each of the issues are as hereinafter follows:

- (i) In the affirmative. Driver of Eeco car No.GJ-24-K-3371 was solely negligent for causing the accident.
- (ii) In the affirmative and as per the amount quantified.
- (iii) As per final judgment and award.

[11] The petitioners have relied both on oral and documentary evidence in an effort to establish their entitlement to the claim. It would be necessary, at the outset, and before ascribing my reasons for arriving at the findings above, to refer to the documentary evidence which are in the shape of :-

Sr. No.	Description	Exh.
1	Copy of FIR	33
2	Panchnama of scene of accident	34
3	Inquest Panchnama	35
4	Postmortem Note	36
5	R.C.Book of Eeco car No.GJ-24-K-3371	37
6	Pedigree of deceased Bhikhaji	38

7	Aadhar car of deceased Bhikhaji	40
8	Income certificate of deceased	41
9	Income tax return of Vikramkumar	57 to 59
10	Charge-sheet	60
11	Revenue records	42, 43
12	Driving licence of deceased	44
13	Leaving certificate of deceased	45
14	10th and 12th Certificates of deceased	46, 47

[12] The oral evidence on the record of the proceedings are as under:

Sr. No.	Description	Exh.
1	PW1, Krishanben W/o Bhikhaji and D/o Bhupatsinh, Petitioner No.5	27
2	PW2, Vikrambhai Shankarbhai Raval, Proprietor of Manav Infrazon Construction	49
3	DW1, Solanki Chetan Bhikhabhai, Manager of opponent No.4 insurance company	53

[13] This set of evidence is required to be considered to decide fate of the present petition.

REASONS

Issues No.1 and 2:

[14] Since the evidence, both documentary and oral, is germane and common to both issues, both are dealt with together for the sake of convenience.

[15] I have heard counsels for the parties and perused the record. I have also gone through the written arguments of L.A. for the petitioners and L.A. for the opponent No.2 produced on record. The issue-wise findings of this Tribunal are as under:

[16] Learned advocate for the opponent No.2 insurance company has contended that there is no proof of income of deceased produced on record. It is also contended the sisters of

deceased are married and hence, they cannot be said to be dependent on the deceased. Further in the cross-examination of the witness at Ex.49 who is proprietor of the construction company where deceased was serving, he has admitted that he is filing his income tax return, but he did not deduct the provident fund of the deceased and was paying the salary in cash. Thus, there is no proof of income of deceased and hence, income of deceased is required to be assessed at Rs.9,000/- per month. It is further contended that in this case deceased was riding the motorcycle without wearing helmet and hence, there was breach of traffic rules and hence, in this case the deceased was also contributory liable for the accident upto 30%.

[17] Whereas, learned advocate for applicants has contended that considering the pleadings and contents of FIR, panchnama and charge-sheet it is clearly established that there was no negligence or fault on the part of deceased and actually the alleged accident taken place due to the sole negligence on part of driver of the Eeco car No.GJ-24-K-3371 and charge-sheet is also filed against the driver of the Eeco car . It is also contended that the claimants have proved by oral as well as documentary evidence that deceased was earning Rs.50,000/- per month by serving as Supervisor in construction company and also by doing agriculture and animal husbandry work. Hence, it is submitted that in view of the aforesaid all the facts and circumstances of the case the petitioners are entitled to get total Rs.1,21,06,000/- from the opponents.

[18] I have considered the rival submissions. The petitioners have pleaded negligence on the part of driver of the Eeco car No.GJ-24-K-3371. Petitioner No.5 has deposed before this

Tribunal same as her pleadings. Nothing adverse has come out from her cross-examination. She has admitted that she has not seen the accident. Driver or owner of the Eeco car No.GJ-24-K-3371 has not stepped into the witness box to deny the allegations of negligence made against the Car driver. Further, on completion of investigation, police have filed charge-sheet against the driver of the Eeco car No.GJ-24-K-3371, for causing the accident. Moreover, on perusal of FIR in which it is clearly mentioned that the driver of the Eeco car No.GJ-24-K-3371 had driven his car at a very high and excessive speed, in rash and negligent manner and dashed with the motorcycle No.GJ-08-DA-8011 from opposite side the accident the driver of the said car fled away from the place of accident leaving behind the said car at the place of accident. On further perusal of the Panchnama of scene of accident it clearly reveals that the motorcycle No.GJ-08-DA-80111 is lying at the place of accident on the road side in burnt position. But the Eeco car No.GJ-24-K-3371 was not found at the place of accident. Further the charge-sheet is also not challenged by the opponent No.2 insurance company. An adverse inference is, therefore, required to be drawn against the driver of the Eeco car, and the opponent insurance company cannot be heard on this aspect at all. In any case, the documentary evidence in the shape of certified copies of the FIR, Panchnama of place of accident, Charge-sheet and the PM Report, clearly establish that the deceased sustained injuries in an accident that took place at the time and place, and in a manner specified in the petition and succumbed to it in the course of treatment and the accident occurred due to the sole negligence on part of driver of the Eeco car No.GJ-24-K-3371 and no

negligence is required to be attributed of deceased driver of the motorcycle. Accordingly, I answer the Issue No.1 in the affirmative.

[19] As a natural consequence, and since having found issue No.1 in favour of the petitioners and in the affirmative, it necessarily follows that the petitioners are entitled to the compensation as claimed. The only question that now remains is computing and assessing the quantum of compensation which is required to be awarded herein. Each of the learned advocates for the contesting parties have made submissions under separate heads, which I propose to deal with as hereinafter follows, and after considering the rival submissions, I propose to make a specific award under each head as hereinafter follows.

[20] Age of the deceased at the time of accident is pleaded as 25 years. In Leaving certificate of deceased at Ex.45, birth-date of the deceased shown as 04.11.1999, the accident occurred on 07.11.2024. Therefore, on the date of accident, age of the deceased was about 25 years.

[21] Income of the deceased is claimed to be Rs.50,000/- per month by serving in Manv Infrazon company and also by doing agriculture and animal husbandry work. In order to prove income of the deceased, the petitioners have produced one salary certificate of Manv Infrazon Company at Ex.41 in which it is mentioned that the net salary of deceased was 25,000/- per month. The petitioners have also examined Vikrambhai Shankarbhai Raval proprietor of said Company at Ex.49 and he has also admitted that deceased was serving in his company as Site Supervisor and he was paying him monthly salary of Rs.25,000/- and this witness has also produced his income tax

returns on record, but in his cross-examination he has admitted that he was not paying any income tax and though he was giving monthly salary of more than Rs.15,000/-, but he is not deducting any provident fund of the employees and he is paying salary in cash. He has also admitted that no salary register is maintained by him. Thus, this witness is not able to prove that he was paying monthly salary of Rs.25,000 to the deceased. At the same time though the petitioners have produced revenue records at Ex.42 and 43, but the said agriculture land is running on the name of father of the deceased victim. Thus it appears that deceased was not holding agriculture land on his name. Thus, in view of the aforesaid facts and circumstances of the case it can be presumed that deceased would serving in the aforesaid company and was also doing agriculture work in the agriculture land of his father. But in absence of any solid proof regarding income of the deceased and in view of the year of the accident the income of the deceased may be considered as Rs.20,000/- per month, i.e. Rs.2,40,000/- per annum.

[22] The Hon'ble Supreme Court in the case of National Insurance Co. Ltd. v. Pranay Sethi, 2017(4) TAC 673 (SC), held that; "Taking into consideration the cumulative factors, namely, passage of time, the changing society, escalation of price, the change in price index, the human attitude to follow a particular pattern of life etc., an addition of 40% of the established income of the deceased towards future prospects where the deceased was below 40 years, an addition of 25% where the deceased was between 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation."

[23] Thus, in the light of the aforesaid judgment of the Hon'ble Apex Court, since the deceased was below 40 years at the time of the accident, 40% is required to be added to his income in order to arrive at future prospective income of the deceased. Thus, the monthly income of the deceased after considering the future prospects is assessed as Rs.28,000/-, i.e. Rs.3,36,000/- p.a., for the calculation of the loss of dependency.

[24] In this case though the dependents being between 1-6 at the time of accident, but when the Class-I heirs, i.e. parents of the deceased, claimants No.1 and 2 and wife and daughter of deceased claimants No.5 and 6, are available on record, the Class-II heirs, i.e. married sisters, claimants No.3 and 4, are not entitled to any compensation. Hence, one-fourth of the income is required to be deducted which the deceased would have spent for his own maintenance and personal expenses. Therefore, taking one-fourth of the annual income of Rs.3,36,000/- it would come to Rs.84,000/- and yearly dependency would come to Rs.2,52,000/-.

[25] In order to capitalize the loss of dependency, appropriate multiplier is required to be adopted. In Sarla Verma's case, for the age group of 21 years to 25 years, multiplier 18 is provided. Therefore, we may adopt multiplier 18 for capitalizing the loss of dependency. On multiplying Rs.2,52,000/- by multiplier 18, the loss of dependency would come to Rs.45,36,000/-. Therefore, the petitioners are entitled to get Rs.45,36,000/- as compensation under the head of loss of dependency.

[26] In the judgment of Pranay Sethi, Hon'ble Supreme Court has held in para 54 as under:

“It seems to us that reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs.15,000/-, Rs.40,000/- and Rs.15,000/- respectively. The principle of revisiting the said heads is an acceptable principle. But the revisit should not be fact-centric or quantum-centric. We think that it would be condign that the amount that we have quantified should be enhanced on percentage basis in every three years and the enhancement should be at the rate of 10% in a span of three years. We are disposed to hold so because that will bring in consistency in respect of those heads.”

[27] The above referred judgment was delivered in the year 2017, and it is already more than six years. Therefore, in view of the ratio laid down by the Hon’ble Supreme Court, the petitioners are awarded Rs.18,000/- towards loss of estate, Rs.18,000/- towards funeral expenses and Rs.48,000/- towards loss of consortium.

[28] Under the circumstances, the claimants are entitled to the following amount of compensation:

Rs.	
60,48,000	Loss of Future Income (Rs.28000 x 12 x 18)
15,12,000	Less: 1/4 th Personal Expenses

45,36,000	3/4 th Loss of Dependency
18,000	Loss of Estate
18,000	Funeral Expenses
48,000	Loss of Consortium

46,20,000	Total Amount
=====	

[29] The petitioners have claimed an amount of Rs.80,00,000. However, in view of the above discussion, the claimants are entitled to the compensation of Rs.46,20,000/- only.

Liability:

[30] Insurance Policy Mark 4/6 has been issued by the opponent No.2 in the name of the opponent No.1 for the vehicle Ecco Car No.GJ-24-K-3371 who is owner of the said car. Further the said car was insured with the opponent No.2 insurance company. It is insured for the period from 14.12.2023 to 13.12.2024, which covers the date of accident 07.11.2024. Therefore, the opponents No.1 and 2, who are respectively owner and insurer of the Ecco car No.GJ-24-K-3371, are held jointly and severally liable to pay the amount of compensation so awarded to the petitioners. The opponents No.3 and 4 are exonerated.

Rate of Interest

[31] Learned Counsel for the Petitioners submitted that petitioners be awarded interest at the rate of 18% on the awarded amount. On the other hand Learned Counsel for the opponent No.2 submitted that the petitioners may be awarded the interest at the rate of 6% on the awarded amount. I have considered the rival contentions and perused the records. It shows that the accident took place in the year 2024. In the year 2024, the rate of interest in FDR was on a higher side. In *Abati Bezbaruah v. Dy. Director General, Geological Survey of India and Another* [(2003) 3 SCC 148], the Hon'ble Supreme Court has held that -

“The rate of interest must be just and reasonable depending upon the facts and circumstances of each case and taking all relevant factors including inflation, change of economy, policy being adopted by Reserve Bank of India from time to time, how long the case is pending, permanent injuries suffered by the victim, enormity of suffering loss of future income, loss of enjoyment of life etc., into consideration.”

[32] Thus, having regard to the facts and circumstances of the case, in the light of the judgment of Abati Bezbaruah (*supra*), it would be just and proper to award the simple interest at the rate of 9% p.a. Accordingly, the petitioner shall be entitled to get simple interest at the rate of 9% p.a. on the awarded amount of claim from the date of filing of claim petition till payment of awarded amount.

Tax to be Deducted at Source:

[33] In Hansaguri Prafulchandra Ladhani v. Oriental Insurance Company Limited, reported as 2007 ACJ 1897, the Division Bench of Hon'ble Gujarat High Court has laid down the guidelines regarding the Tax Deducted at Source. In this judgment, the Hon'ble High Court directed that if amount of interest calculated on the awarded amount does not exceeds Rs.50,000 per year per petitioner, then no TDS shall be deducted by the Insurance Company/ Respondents at the time of depositing the awarded amount along with interest in the Tribunal, therefore, in view of this Judgment, the Respondents/ Insurance company is hereby directed not to deduct the TDS if the amount of interest does not exceeds Rs.50,000/- per year per petitioner.

[34] In the event, and in light of my findings above, I deliver the following final order:

FINAL ORDER

- (i) The petition is partly allowed.
- (ii) The opponents No.1 and 2 are hereby ordered to pay jointly and severally a sum of Rs.46,20,000/- (Rupees Forty-six Lacs Twenty Thousand Only), less principal amount awarded u/s 140 of the MV Act, if any paid, within 30 days with interest at the rate of 9% per annum from the date of petition till the date of payment to the petitioners.
- (iii) The opponents No.3 and 4 are exonerated.
- (iv) The opponents No.1 and 2 do pay costs of the claimants and all the opponents bear that of their own.
- (v) Out of the above said amount, after deducting deficit Court fees if any, claimant No.5 would be entitled to the 40%, and remaining amount be apportioned equally amongst the claimants No.1, 2 and 6 equally, i.e. 20% each.
- (vi) Total amount of interest accrued on the principal amount of compensation is to be apportioned on financial year to financial year basis, and if the interest payable to the respective petitioner for any financial year exceeds Rs.50,000/-, insurance company/ owner is/are entitled to deduct appropriate amount under the head of 'Tax Deducted at Source'

as provided u/s 194A(3)(ix) of the Income Tax Act, 1961. If the amount of interest does not exceed Rs.50,000/- in any financial year, Registry of this Tribunal is directed to allow the respective petitioner to withdraw the amount, as directed hereinafter, without producing the Certificate from the concerned Income Tax Authority.

- (vii) It is further directed that compensation amount shall be deposited directly into the bank account maintained by this Tribunal by RTGS or NEFT mode within 30 days in compliance with the directions given by Hon'ble Supreme Court in Bajaj Alliance General Insurance Co. v. Union of India, Writ Petition (s) (Civil) No. 534 of 2020 as well as directions given by Hon'ble High Court of Madras in Civil Misc. Appeal No.428 of 2016 decided on 11th March, 2016 titled as Divisional Manager, The Oriental Insurance Co. Ltd. v. Rajesh & Ors.
- (viii) The aforesaid opponent/s is/are directed to deposit the amount of compensation through RTGS / NEFT in Bank account details of **Motor Accident Claims Tribunal, Banaskantha at Palanpur**, as under:

Name of Bank: **STATE BANK OF INDIA**
Name of Account: **MACT, DISTRICT COURT, PALANPUR,**
Bank Branch Name : **OPP. OLD GANZ BAZAR, MAIN BRANCH, PALANPUR**
Bank Account No.: **40902081331**
Bank IFSC Code No.: **SBIN0000443**

Email address: **mact-palanpur@gujarat.gov.in.**

- (ix) On such realization of the above said amount, after deducting deficit Court fees if any, **30%** amount shall be paid in cash by RTGS or NEFT mode to the petitioners No.1, 2 and 5, while their remaining **70%** amount, be deposited in their respective name in Fixed Deposit Receipt for a period of 5 years in any nationalized bank with liberty to withdraw interest periodically by the applicant. The bank shall not allow any loan or advances against the above said Fixed Deposit Receipt without previous permission of this Tribunal.
- (x) Entire amount falling to share of petitioner No.6 be fixed deposited in her name in any nationalized bank initially for a period of five years with usual terms and conditions against withdrawal or loan, and to be renewed periodically till the minors attain age of majority, with liberty to withdraw periodical interest.
- (xi) Award be drawn accordingly.

Pronounced in the open Court today this **30th day of March, 2026.**

PALANPUR.

Date:30/03/2026

(Shubhada Krishnakant Baxi)
Chairman
M.A.C. TRIBUNAL (MAIN)
B.K.DISTRICT, PALANPUR.
(Code : GJ00377)