

:: ORDER BELOW EX.1 IN M.A.C. PETITION No. 22 OF 2023 ::

1. Ld. Advocate for the Parties have produced the compromise pursis in National Lok Adalat on 14/03/2026. The same is recorded and accepted.
2. The Ld. Advocates for the claimant and opponent Insurance Company/Companies, with the approval of claimant/s and officer of the insurance company have decided to resolve the dispute amicably *inter alia* settling the claim to the tune of **Rs.1,00,000/-** and other terms and conditions incorporated in the compromise pursis. I have perused the terms and conditions incorporated in the compromise *pursis* and 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 claimants. The compromise is, therefore, recorded accordingly. Hence, following order is passed:

:: ORDER ::

1. As per Compromise pursis, Opponent No.2 – The Royal Sundaram General Insurance company is hereby directed to deposit the full amount of compromise amount i.e. **Rs.1,00,000/- (Rupees One Lac Only)** which is to be paid directly to the claimant/s by way of RTGS / NEFT mode towards full and final compensation in the bank account/s of the claimant/s, after deducting the amount of interim compensation if any paid under Section 140 of the M.V. Act, within one month from the date of this order, under intimation to this Tribunal. The claim against other opponents No.1 is stand disposed of.
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.

3. Court Fees Refund Certificate, as the case may be issued in the name of the claimant/s, if claimant/s has/have already paid the Court fees.

4. The amount shall be disbursed to applicants in the proportion that the applicant No.1 shall get 60% of compensation and applicant No. 2 & 3 shall get 20 % amount each of compensation.

5. The opponent / insurance company is directed to transfer the full amount directly to the bank account of the claimants ***after verifying that the account is in the name of the respective claimants by way of a canceled cheque or certificate from the banker :***

Sr. No.	Applicant Name	Bank detail with account no. and IFSC code	Amount
1.	Ashaben Pravinbhai Italiya	Central Bank of India, Panchpipla Branch, Bhavnagar A/c No: <u>5220093307</u> IFSC: <u>CBIN0284847</u>	60,000/-
2.	Urvishbhai Pravinbhai Italiya	Indusind Bank Varachha road, Surat Branch, Surat A/c No: <u>158849616113</u> IFSC: <u>INDB0000573</u>	20,000/-
3.	Yagnikbhai Pravinbhai Italiya	Central Bank of India, Panchpipla Branch, Bhavnagar A/c No: <u>5220093307</u> IFSC: <u>CBIN0284847</u>	20,000/-

6. In view of the directions issued ***Hon'ble Supreme Court in Suo Motu Writ Petition (S) No. 7/2024 dated 22.04.2025***, before the above mentioned amount is deposited in the bank account/s of the claimant/s, claimant/s shall furnish his/their Aadhar Card, PAN Card, email ID, if not already

filed on record. They shall also inform this Tribunal in case of any change in bank account or contact details in future.

7. This Tribunal has verified the certificate of banker giving all details of the bank account/s of the claimant/s including IFS Code / cancelled cheque of the bank account/s of the claimant/s, and same is found out to be of the claimant/s only.

8. The Parties shall bear their own costs.

9. Award be drawn up accordingly.

10. In view of the above, the present claim petition stands disposed off accordingly as compromised in National Lok-Adalat of 14/03/2026.

Place: Bhavnagar

Date:14/03/2026

(H.S.Mulia)
Principal District Judge &
M.A.C. Tribunal (Main)
Bhavnagar