

GJSK180002332026



=====

**ORDER PASSED BELOW Ex. 1 in**  
**MACP No.20 of 2026:**

=====

1. Heard Learned Advocates for the parties. Read the order passed below **Exh.8** i.e. compromise pursis. Perused record of the case. The parties have made to the satisfaction regarding the compromise of **Rs.18,00,000/- (Rupees Eighteen Lakh Only)**. The compromise is recorded as per order below **Exh.8**.
2. The **opponent No.3** is hereby directed to deposit the aforesaid amount of award after deducting the amount of interim compensation, if any, paid under Section 140 of the MV Act, directly by RTGS or NEFT to the following Bank Account of this Tribunal within 30 days from the date of this order:

Account Name	Motor Accident Claim Tribunal (Auxiliary) Sabarkantha, Idar
Account No.	43212838793
Name of Bank	State Bank of India
Name of Branch	Opp. Sir Pratap High School, Idar
IFSC Code	SBIN0000385
MICR Code	383002031
Email address	mact.sk.idar@ gmail.com

3. The opponent shall instruct its Bank to remit the payment with the following information:

MACP No.	
Claims Tribunal Name, Place	
Date of Award	

Compensation Amount	
Income Tax Deducted at Source	
Bank Transaction Reference No./ Unique Transaction Reference (UTR) No.	
Name of Bank	
Name of Insurance Co.	

4. On such deposit being made, the opponent shall submit a letter enclosing a copy of the bank advice in the prescribed format as above on email at mactskidar@gmail.com at the earliest and shall also send a copy of the aforesaid payment advice to the Claims Tribunal concerned and serve a copy of the same on the claimant or his advocate as the case may be.
5. As per the section 21 of the Legal Services Authority Act 1987, where a compromise or settlement has been arrived at, by a Lok Adalat in case referred on it under sub-section (1) of Sec. 20, the Court fee paid in such case shall be refunded in the manner provided under the Court Fees Act-1870 (7 of 1870). It is provided in the Sec. 16 of Court Fees Act- 1870 that where the court refers the parties to the suit to any one of the mode of settlement of dispute referred to in Section 89 of the Code of Civil Procedure, 1908 (5 of 1908), the plaintiff shall be entitled to a certificate from the court authorizing him to receive back from the Collector, the full amount of the fee paid in respect of such plaint. Hence, no Court fee is required to be deducted in this case and if any court fee is paid, the claimants are entitled to get full refund of the same.
6. The Ld. Advocate of the claimant has submitted that the claimant had incurred huge amount behind his treatment. So, 50% amount may be paid in cash by Account payee cheque to the claimant and 50% amount may be fixed.

7. On depositing the above amount of award by the opponents in this Tribunal, 50% of the amount be deposited in the name of claimant in any nationalized bank of his choice for a period of FIVE YEARS and remaining 50% amount be paid to him by Account Payee Cheque, after due verification.
  1. Interest on the Fixed Deposit investment as and when becomes due shall be paid to the claimant.
  2. No loan, overdraft or advance known by any other name or nomenclature shall be made available on the said FDR and the bank shall not allow any encumbrance on the said FDR.
  3. The claimant is entitle to withdraw accrued interest on the Fixed Deposit Receipt.
8. Award be drawn in terms of compromise accordingly.
9. PDF File of this judgment be sent to the parties on their mail address if available in record.

Signed and Pronounced in today's **National Lok Adalat** on **14<sup>th</sup> day of March-2026**.

Place : Idar

**(Kishorkumar Shambhubhai Hirpara)**

Date: 14/03/2026

GJ00504

*kts*

Motor Accident Claims Tribunal (Auxiliary)

I/C 3<sup>rd</sup> Additional District Court

Idar @ Sabarkantha