

GJVD200001872026



ORDER BELOW MAC MISC. APPLICATION NO.25/2026
(PAYMENT APPLICATION IN MACP NO.11 of 2023)

Claimants :		Legal heirs of deceased Ajaykumar Narvatbhai Parmar
	1)	Narvatsinh Mangalsinh Parmar Adhar Card No.3974 5566 3139 PAN Card No.HGEPP9198H
	2)	Bhikhiben Narvatsinh Parmar Adhar Card No.4078 9910 1239 PAN Card No. HGEPP9204G
	3)	Arpitkumar Narvatbahi Parmar Adhar Card No.3439 0063 6042 PAN Card No.EIZPP6239P
		Details of bank accounts of the claimants are as under: Union Bank of India, M.G.Road Branch Account no.310502010034987 (IFSC Code : UBIN0531057)
		V/s.
Opponent :		HDFC Ergo General Insurance Co. Ltd.

Order Below Exhibit : 1

1. Heard. Read the application. Seen the endorsement of 'No objection' made on this application by learned advocate for the opponent- Insurance Company.

2. As per the compromise/settlement entered into by and between the parties in above numbered MAC Petition in the Lok-Adalat, the opponent – Insurance Company has deposited the amount of Rs.14,25,000/- by way of

full & final compensation as settled in the Lok-adalat. As noted above, other side has no objection if the order of payment is made.

3. Looking to the facts of the matter, the amount of compensation is required to be disbursed to the claimants in the ratio of **40:40:10** respectively. Thereafter, out of the amount coming to the share of the claimants, **50% amount** is required to be invested in Fixed Deposit in the name of the claimants in any nationalized bank of their choice for a period of Five (5) Years and the remaining **50% amount** is required to be paid to them through NEFT / RTGS. Therefore, the following order regarding disbursement is passed in the interest of justice:

Rs.14,25,000=00 :	Amount deposited by the Insurance Company as per the office endorsement.
Nil :	As the matter has been decided in Lok-Adalat, no Court-Fees Stamps is deducted.
Rs.14,25,000=00 :	Total Amount is disbursed to the claimants.

Disbursement:

Sr. No.	Name of Claimant(s)	Amount to be invested in Fixed Deposit Receipt for Five Years.	Amount to be paid Through RTGS/NEFT
1.	Narvatsinh Mangalsinh Parmar	Rs.2,85,000=00	Rs.2,85,000=00
2.	Bhikhiben Narvatsinh Parmar	Rs.2,85,000=00	Rs.2,85,000=00
3.	Arpitkumar Narvatbahi Parmar	Rs.1,42,500=00	Rs.1,42,500=00

4. The aforesaid amount ordered to be invested in Fixed Deposit Receipt shall be kept in any Nationalized Bank of the choice of the claimants for a period as ordered above on the following Terms and Conditions:

- (1) The Bank shall keep the aforesaid amount in Fixed Deposit Receipt for a period of Five (5) Years, but shall pay to the claimants

concerned periodical interest that may be accrued on the Fixed Deposit Receipt.

(2) The Bank shall not allow the claimants to withdraw the amount prematurely nor to raise any borrowing against such investment.

(3) The Bank shall make an endorsement on the conspicuous part of the Fixed Deposit Receipt that no premature withdrawal or encumbrance is permitted without express permission of the Tribunal concerned. No facility of loan, overdraft, cash credit, etc. shall be granted against the said Fixed Deposit Receipt.

(4) The Bank shall not issue duplicate Fixed Deposit Receipt without prior permission of the Tribunal.

(5) On maturity of the Fixed Deposit Receipt, the Bank may act as per the choice of the claimant concerned.

(6) The Bank shall intimate the Tribunal particulars of the investment, such as Number of FDR, Name of Holder, Date of Maturity, etc. after issuance of FDR.

5. In view of the above, this application stands disposed of accordingly.

Place: Savli

(A.M.Varma)

Date : 05.03.2026

Motor Accident Claim Tribunal (Aux.) &
9th Additional District & Sessions Judge,
Vadodara, At Savli (GJ-00577).