

GJVD200001882026



ORDER BELOW MAC MISC. APPLICATION NO.26/2026
(PAYMENT APPLICATION IN MACP NO.111 of 2017)

Claimants :		Legal heirs of deceased Meenaben Vikramsinh Parmar
	1)	Vikramsinh Manubhai Parmar Adhar Card No.3486 5467 6961 PAN Card No.FFGPM6374M
	2)	Minor Rinkuben Vikramsinh Parmar Adhar Card No.4763 6385 4859 PAN Card No.JECP2207D
	3)	Gangaben Manubhai Parmar Adhar Card No.8423 8963 1746 PAN Card No.DVM PG3795Q
		Bank details of the claimants are as under: Account no.8247528974 Indian Bank, Alkapuri Branch, Vadodara. (IFSC : IDIB000A071)
		V/s.
Opponent :		SBI General Insu. Co. Ltd.

Order Below Exhibit : 1

1. Heard and read the present application. The opponent – insurance company has deposited Rs.19,79,583/- by way of compensation. Notice served to the opponent but the opponent

has neither appeared nor filed any objection to this application.

2. In **R/First Appeal no.3688/2025 with Civil Application (For Stay) no.1 of 2025 in R/First Appeal no.3688/2025**, the Hon'ble Gujarat High Court has held that,

"Upon depositing the said amount, the Tribunal is directed to release 30% of the awarded amount in favour of the original claimants, after due verification, through recognized RTGS/NEFT mode. The remaining 70% of the deposited award amount is directed to be invested in Cumulative Fixed Deposit with any Nationalized Bank initially for a period of 5 years which may be renewed from time to time till the final disposal of the appeal. The original FDRs are directed to be retained by Nazir Branch of the concerned Tribunal. It is further directed that no loan or advance against the aforesaid Fixed Deposits shall be allowed without prior permission of this Court."

3. Thus, as per the orders of the Hon'ble High Court, out of the amount of compensation deposited by the opponent – insurance company, 30% of the amount is required to be disbursed to the claimants and balance 70% is required to be invested in cumulative Fixed Deposit in any nationalized bank for a period of five years and thereafter, it shall be renewed from time to time till further orders.

4. Looking to the amount so deposited and also the relation of the claimant with the deceased, the amount of compensation awarded to the claimants is to be apportioned between them in the ratio of **40:40:20** respectively. Thereafter, Out of the amount coming to the share of claimants no.1 and 3, 30% of the amount is required to be disbursed to the claimants through NEFT / RTGS after proper verification and balance 70% be invested in cumulative Fixed Deposit in any nationalized bank for a period

of five years and thereafter, it shall be renewed from time to time till further orders. Insofar as the minor claimant No.2 is concerned, the amount coming to the share of minor claimant shall be invested in a Fixed Deposit in any nationalized Bank keeping her father (claimant No.1) as a natural guardian, for a period of five (5) Years or till she attains the age of majority or as per the order of the Tribunal whichever is later. Therefore, the following order regarding disbursement in the facts and circumstance is passed:

Rs.19,79,583=00 :	Amount deposited by the opponent - Insurance Company as per the office endorsement.
Rs.4,800=00 :	Deducted towards Deficit Court fees.
Rs.19,74,783=00 :	Total Amount is disbursed to the claimants.

Disbursement:

Sr. No.	Name of Claimant(s)	Amount to be invested in Fixed Deposit Receipt	Amount to be paid to claimant Through RTGS/NEFT
1.	Vikramsinh Manubhai Parmar	Rs.5,52,940=00	Rs.2,36,973=00
2.	Minor Rinkuben Vikramsinh Parmar	Rs.7,89,913=00	NIL
3.	Gangaben Manubhai Parmar	Rs.2,76,470=00	Rs.1,18,487=00

5. The aforesaid amount ordered to be invested in Fixed Deposit Receipt on the following Terms and Conditions:

(1) The Bank shall keep the amount of claimants no.1 and 3, as mentioned above in Cumulative Fixed Deposit, initially for a period of five Years and thereafter, it shall be renewed from time to time till the final disposal of the aforementioned first appeal. Whereas the amount of claimant no.2, as mentioned above shall keep in Cumulative Fixed Deposit, initially for a period of five

Years and thereafter, it shall be renewed from time to time till the final disposal of the aforementioned first appeal or till the minor claimant attains age of majority whichever is later.

(3) The original Fixed Deposit Receipt(s) shall be kept in the custody of the Nazir of the Tribunal.

(4) The Bank shall not allow any loan or advances or create any encumbrances upon such Fixed Deposit Receipts without previous permission of the Tribunal.

(5) The Bank shall make an endorsement on the conspicuous part of the Fixed Deposit Receipts that no premature withdrawal or encumbrance is permitted without express permission of the Tribunal concerned. No facility of loan, advance or encashment shall be granted over the said Fixed Deposit to anyone.

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

(7) 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.

6. The aforementioned arrangement shall be subject to the ultimate outcome of the first appeal.

7. Hence, this application is disposed of accordingly.

Place: Vadodara At Savli.

(A.M.Varma)

Date : 05.03.2026

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