GJVD200005892026

ORDER BELOW MAC MISC. APPLICATION NO.56/2026 (PAYMENT APPLICATION IN MACP NO.119 of 2022)

Claimants :		Legal heirs of deceased Rameshbhai Dahyabhai Bhoi
	1)	Chanchalben Dahyabhai Bhoi Adhar Card No.3762 1200 6139 PAN Card No.IDSPD9102H State Bank of India, Savli Account no.45116129500 (IFSC Code : SBIN0001036)
	2)	Surpalsinh @ Subhashbhai Pravinbhai Bhoi Adhar Card No.6364 5966 9898 PAN Card No.DAKPB2130R State Bank of India, District Court Branch, Vadodara. Account no.45109354908 (IFSC Code : SBIN0001036)
		V/s.
Opponent :		Bajaj Allianz 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.12,50,000/- 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. As other side has no objection, the amount of compensation deposited by the opponent – Insurance Company with the Tribunal is required to be disbursed to the claimants. So, considering the amount so deposited, the awarded amount of compensation shall be disbursed to the claimants in the ratio of **90:10** respectively. Thereafter, out of the amount coming to the share of the claimants, **<u>50% amount</u>** shall 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 **<u>50% amount</u>** is shall be paid to them through NEFT / RTGS. Therefore, the following order regarding disbursement in the facts and circumstance is passed:

Rs.12,50,000=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.12,50,000=00	:	Total Amount is disbursed to the claimants.

<u>Disbursement:</u>

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.	Chanchalben Dahyabhai Bhoi	Rs.5,62,500=00	Rs.5,62,500=00
2.	Surpalsinh @ Subhashbhai Pravinbhai Bhoi	Rs.62,500=00	Rs.62,500=00

5. 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.

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

Place: Vadodara At Savli.

Date : 09.06.2026

(A.M.Varma)

Motor Accident Claim Tribunal (Aux.) &
10th Addl. District & Sessions Judge,
Vadodara, At Savli (GJ-00577).