सत्यमेव जयते

Exh.	71
Received on	08/09/2022
Registered on	08/09/2022
Decided on	28/07/2026
Duration	Y M Days 03 10 24

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL

***(AUX.) & 3RD ADDITIONAL DISTRICT* JUDGE,**

KACHCHH – BHUJ.

(1) M.A.C.P. No.447/2022(Main)

(2) M.A.C.P. No. 463/2022

(1) M.A.C.P. No. 447/2022 (Main)

RAGHUVIRSINH LAKHUBHA JADEJA,
Aged: 58, Occu. Agriculturist,
At present : NIL
R/o. Village: Poladiya,
Tal. Mandvi-Kachchh **....Applicant**

Claim u/s.166 of the M.V. Act for getting compensation of Rs.13,00,000/-

(2) M.A.C.P. No.463/2022

NARPATSINH MADARSANG ZALA,
Aged: 37 years, Occu. Agriculturist
At present : NIL
R/o. Village: Poladiya,
Tal. Mandvi-Kachchh **....Applicant**

Claim u/s.166 of the M.V. Act for getting compensation of Rs.18,00,000/-....

Vs

PARTIES OF EECO CAR NO. GJ-37-T-2175

1. NOT KNOWN

2. **AJAY RAJUBHAI SITAPARA,**
R/o. Nr. Ram Temple,
Village: Nani Khavdi,
Tal. Jamnagar

3. **SHRIRAM GENERAL INS. CO. LTD.**
Office at : First Floor, Narnarayan Chambers,
Station Road, Behind Bank of Baroda,
Bhuj-Kachchh .....**Opponents**

A P P E A R A N C E :

1. L.A. **Mr. R.I.Sama** for claimants in claim petitions.
2. Not known- Opponent No. 1 in both claim petitions.
3. L.A. **Mr. N.D.Chaudhary** for Opponent No. 2 in both claim petitions.
4. L.A. **Mr. N.H.Joshi** for opponent No. 3 in both claim petitions.

-: C O M M O N J U D G M E N T :-

1. These claim petitions are filed by the claimants under Section 166 of the Motor Vehicles Act, 1988 ('the M V Act') arising out of a vehicular accident dated 31.07.2022, along with the costs and interest at the rate of 18% per annum from the date of petition till realization, against the opponents.

1.2 It is pertinent to note that both claim petitions have arisen out of the same accident, hence, considering the law laid down by the Hon'ble Gujarat High Court in case of **New India assurance Com. Ltd. V/s Rajivkumar Omprakash Sultaniya, passed in First Appeal No.2460 of 2021, dated 28/10/2021,** all the claim petitions arising out of the same accident is ordered to be decided by this common judgment and Ld. Tribunal has passed order to proceed both matters in consolidated.

2. ***Brief facts of the present claim petitions are that,*** on 30.07.2022, applicant- Raghuvirsinh along with his nephew, Narpatsinh, were coming to village: Poladiya from village Dumra, Tal. Abdasa, on Motor cycle No.GJ-12-DB-3775. The applicant - Rahuvirsinh was driving the said Motor cycle at a normal speed, carefully and on the correct side of the road. When they reached the spot of the accident, opponent No. 1 came driving the Eeco Car No.GJ-37-T-2175 in recklessly, negligently and on the extreme wrong side. He lost control over the steering of the car under his possession and dashed the Motor cycle causing this accident. Due to this, the applicants sustained serious injuries. Therefore, the applicants have filed the present claim petitions for getting compensation from the opponents.

2.2 The opponent No. 1 is mentioned as Not known. Upon service of notices, the opponent No. 2 appeared through Ld. Advocate and denied the facts of an accident. It is further denied the involvement of the Eeco Car in the accident. It is submitted that, if the Tribunal is to be held that, driver of the car was negligent then the owner of the said offending vehicle had taken the Insurance policy from the Insurance Company and Insurance Company is liable to pay compensation to the claimants.

2.3 The opponent No. 3 appeared through Ld. Adv. for and filed written statement *interalia* denying the facts of accident. It is denied the age, income and occupation of the claimants. It is contented that, the driver of the Eeco Car No.GJ-37-T-2175 was not holding valid and effective driving licence to drive the said vehicle. It is submitted that, injured claimant himself was driving the Motor cycle in rash and negligent manner and therefore, it is requested to consider the contributory negligence on the part of the driver of Motor cycle also. On these grounds, it is prayed to exonerate the Insurance Company.

3. In view of the pleadings of the parties, the following common issues were framed.

[1] Whether petitioners prove that alleged injuries due to the use of the Motor vehicle ?

[2] Whether petitioners prove that they are entitled for any compensation from the opponents ? If yes, what amount of compensation should be allowed ?

[3] What Order ?

4. My findings to the above Issues are as under:-

[1] In the affirmative.

[2] As per the final order.

[3] As per the final order.

-: R E A S O N S :-

5. To prove the pleading of the claim petitions and disprove the contents of the claim petitions, the parties have produced the following oral and documentary evidence on record:

(1) MACP No.447/2022

Exh. No.	**Particulars**
	Oral Evidence
24	Affidavit of examination in Chief of Raghuvirsinh Lakhubha Jadeja
45	Affidavit of Dr. Abhinav Kotak, M.S. Ortho.

	Documentary Evidence
27	FIR
28	Panchanama of place of offence
29	Charge sheet
30	R.C.Book of Car
31	Insurance Policy of Car
32	MLC Certificate
33	Discharge summary
34	Discharge summary
48	Disability Certificate **(Agreed 16%)**
35	Abstract Form No. 7/12
36	Bills regarding selling crops
37	Medical Bills **(Rs. 83,230/-)**
38	Aadhar Card of applicant
56	Closing pursis

(2) MACP No. 463/2022

Exh. No.	**Particulars**
	Oral Evidence
25	Affidavit of examination in Chief of Narpatsinh Madarsang Zala
46	Affidavit of Dr. Abhinav Kotak, M.S. Ortho.
	Documentary Evidence
39	Treatment papers
40	MLC Certificate
41	Discharge Summary
52	Disability Certificate **(Agreed 40%)**
42	Abstract Form No. 7/12
43	Medical Bills **(Rs.1,32,645/-)**
44	Aadhar Card of applicant

The opponent No. 2 has produced the Aadhar card of opponent No. 2 at Exh. 60, fitness at Exh. 61 and permit of offending vehicle Car at Exh. 61 & 62 respectively. Ld. Adv. for the Insurance Company has produced the Insurance Policy of offending vehicle with terms and conditions at Mark 58/1.

ISSUE NO.1 & 2 COLLECTIVELY :

6. Heard Ld. Advocates for the parties and perused the record. Ld. Advocate for the claimant has produced the common written arguments at Exh. 64 and argued as per their claim petitions. Per contra, Ld. Adv. for the Insurance company has proudced common written arguments at Exh. 66 and argued as per their reply filed in claim petitions.

7. At this stage it is worthy to note that, while deciding the point of negligence, it has to be borne in mind that the negligence is required to be proved in claim petition u/s 166 of the Act only on the touchstone of the preponderance of probability and not beyond doubt. Above referred ratio is laid down by Hon'ble Apex Court in the cases of **Bimla Devi v/s H.R.T.C., reported in AIR 2009 SC 2819 and Parmeshwari Devi v/s Amir Chand, reported in 2011 (11) SCC 635.**

8. So far as the negligence is concerned, claimants have relied upon the FIR, Panchnama of the scene of accident and charge sheet. Upon perusal of the FIR (Exh. 27), it transpires that, the same was came to be lodged against driver of Eeco Car bearing Registration No. GJ-37-T-2175. It also appears from the FIR that, driver of the Car was being driven the said vehicle in full speed, rash and negligent manner and dashed with Motor cycle wherein the claimants were riding over it and thereby accident occurred, as a result, the claimants sustained serious injuries. The claimant has relied upon the panchanama of place of offence at Exh. 28 from which it transpires that, both the vehicles were lying at the spot. It also depicts that, the front lights, headlights of Car was broken. The radiator and front bumper was also broken. From the side of the car, one Motor cycle was also there with damage condition like right side handle was broken and brake was banned. Furthermore, the claimants have produced the charge sheet at Exh. 29 from which it transpires that, after completion of the investigation, the Investigating Officer has filed the charge sheet against the driver of Car bearing Registration No.GJ-37-T-2175. Though the charge sheet is filed against driver of car, the owner has not challenged the FIR before any higher forum. The claimants have produced the discharge summaries and MLC Certificates from which it appears that, claimants have suffered serious injuries in the accident.

9. Considering the above evidences, more particularly FIR, panchanama of place of accident and charge sheet, it is proved that, the accident took place due to sole negligent driving by driver of Eeco Car No. GJ-37-T-2175. Hence, I answer Issue No. 1 in *AFFIRMATIVE.*

ISSUE NO.2 :

(1) M.A.C.P. No 447/2022

10. The claimant has pleaded (Exh.24) that at the time of the accident, he was heal and healthy and and doing agricultural activity and earning Rs. 10,000/- per month. To prove the income, the claimant has produced the Village abstract Form No. 7 wherein the name of the applicant- Jadeja Raghuvirsinh Lakhubha is clearly shown as possessor of the land situated at village: Poladiya, Tal. Mandvi-Kachchh. It also appears that, the said land is being used for agricultural purpose. Further, the claimant has produced the invoice for selling the crops of castor 2685 Kgs amounting Rs. 1,93,320/- to Maa Ambe Industries, Suralbhit Road, Bhuj on Dtd. 01.04.2022 wherein name of seller is shown Raghuvirsinh Lakhubha Jadeja. He has also produced copy of other invoice and bills for selling castors from which it appears that, he had sold the crops to Maa Ambe Industries and M/s. Shrey Traders, Mandvi. Now, considering the cross examination, the claimant has admitted that, he is holding the agricultural land till today. He has admitted that, one crop loan is still running on the said land.

Hence, considering the above evidences, it transpires that, at the time of accident, he was doing the agricultural activity/ farming in his own land. The accident took place on 30.07.2022. The claimant has claimed the income of Rs. 10,000/- per month however, as per the settled principle, the agricultural income depends upon the rain and atmosphere. For doing farming activity, the claimant has to bear some expenditure towards pesticides, purchase of seeds and other expenditures also. Hence, in view of the peculiar facts and circumstances and also perused the oral as well as documentary evidence, this Tribunal deems it fit to consider Rs. 9,500/- per month and thus, annual income comes Rs. 1,14,000/-.

11. So far as the age of the claimant is concerned, in the affidavit for examination in chief, the claimant has stated that his age was 58 years at the time of accident and in support thereof, he has relied upon the MLC Certificate [Exh. 32] wherein the age of the claimant is mentioned 56 years. Additionally, the claimant has produced the copy of Aadhar Card at Exh. 38 wherein the Date of Birth was shown as 05.08.1964 and accident took place on 30.07.2022, hence, it can safely be said that, at the time of accident, he was 58 years old. As against this there is no evidence in rebuttal by the opponents with the respect to the age of the claimant. So, this Tribunal is of the opinion that, at the time of accident, the age of the claimant was 58 Years. Therefore, the claimant would fall under the age group of 56 to 60, therefore, claimant would be entitled to get compensation calculated on the basis of the multiplier of **9.**

12. So far the income of future prospect in injury case is concerned, in the case of **Pappu Deo Yadav Vs. Naresh Kumar**, **AIR 2020 SC 4424** the Hon'ble Apex Court has held in Para 7 as under ;

> *" 7 : Two questions arise for consideration; one, whether in case of permanent disablement incurred as a result of a Motor accident, the claimant can seek, apart from compensation for future loss of income, amount for future prospects too; and two, the extent of disability. On the first question, the High Court no doubt, is technically correct in holding that Pranay Sethi involved assessment of compensation in a case where the victim died. However, it went wrong in saying that later, the three-judge bench decision in Jagdish was not binding, but rather that the subsequent decision in Anant to the extent that it did not award compensation for future prospects, was binding. This Court is of the opinion that there was no justification for the High Court to have read the previous rulings of this Court, to exclude the possibility of compensation for future prospects in accident cases involving serious injuries resulting in permanent disablement. Such a narrow reading of*

Pranay Sethi is illogical, because it denied altogether the possibility of the living victim progressing further in life in accident cases- and admits such possibility of future prospects, in case of the victim's death. "

12.1 This Tribunal also places reliance on the judgment of the Hon'ble Supreme Court in the case of **Erudhaya Priya V. State Express Transport Corporation Ltd., AIR 2020 4284** wherein the victim aged about 23 who had sustained 31.1% permanent disability, the Hon'ble Apex Court granted 50% rise in the income of the claimant.

13. On perusal of the above referred ratios of the Hon'ble Apex Court which are based on the ratio laid down by the Larger Bench of the Hon'ble Supreme Court rendered in the case of **National Insurance Company vs. Pranay Sethi, 2017 (16) SCC 680,** it becomes clear that even in the injury case which has resulted into permanent partial disablement, the future prospect can be taken into consideration. Herein the present case, the claimant himself has stated that, he was doing agricultural activity. Further, considering the age of the claimant at the time of accident, this is a fit case to give rise of **10% i.e. Rs.11,400/- (Rs.1,14,000/- X 10%)** in the actual income of the claimant. On doing so, the annual income of the claimant can be worked out as **Rs.1,25,400/-.**

14. As far as the disability sustained by the claimant is concerned, the claimant has relied upon the medical papers and other documentary evidence of his treatment taken in the hospital, the disability certificate [Exh. 48] wherein the Doctor has certified that, claimant is having permanent physical disability of Right Upper limb by 41%. To prove the said disability, the claimant has examined Dr. Abhinav Kotak at Exh. 45. However, at this stage, it is noted that, this Tribunal has passed an order below Exh. 1 in respect of ascertaining the disability through Medical Board, Bhuj and has sent yadi to concerned. However, thereafter upon perusal of the disability certificate, both the parties are agreed to consider **16%** disability body as whole. Hence, in view of the facts stated in disability certificate and also perused the disability manual as well as treatment papers, this Tribunal deems it fit to consider **16%** permanent physical disability is just and proper body as whole.

15. Considering the above facts that the above disablement result into permanent physical disability by considering the profession of the claimant. Taking into account the physical disability, since the case is not fall under functional disability, which is assessed as **16%** body as a whole, his yearly loss of income would come to **Rs.20,064/- p.a. (Rs.1,25,400/- X 16%).** As noted hereinabove, considering the age of the claimant (58 years), the multiplier of **9** would be applicable, hence, the future economic loss of income would come to around **Rs.1,80,576/- i.e. rounded off Rs. 1,80,600/- p.a.**

16. So far as medical expenses is concerned, the claimant has produced the statement of medical bills at Exh. 37 wherein the amount is shown **Rs. 83,230**/- and same were in consonance with the medical bills. As against, Ld. Adv. for the Insurance Company has not produced rebuttal evidence. Hence, the claimant is entitled to get Rs. **83,230/-** towards medical expenditure. Due to the accident, claimant has suffered serious injuries and he had to take treatment as indoor patient from 30.07.2022 to 03.08.2022 and has also taken treatment as indoor patient from 07.09.2022 to 10.09.2022 and he was operated, **Rs.5,000/-** is allowed for pain, shock and sufferings and **Rs.5,000/-** for attendant charges, transportation and rich diet. Last but not the least, the claimant is also entitled for 01 month's actual loss of income, as he was admitted in the hospital and was advised to take bed rest for quite some time, which comes to **Rs. 9,500/-**. The claimant is entitled to get the aforesaid amount of compensation, which can be reclassified as under.

Description	**Amount**
Future loss of income.	Rs.01,80,600=00
Pain, shock and sufferings,	Rs.00,05,000=00
Attendant Charges, Transportation, Rich diet	Rs.00,05,000=00
Actual loss of income	Rs.00,09,500=00
Medical expenses	Rs.00,83,230=00
TOTAL AMOUNT OF COMPENSATION	**Rs. 2,83,330=00**

<u>(2) M.A.C.P. No 463/2022</u>

17. The claimant has pleaded (Exh.25) that at the time of the accident, he was heal and healthy and and doing agricultural activity and earning Rs. 10,000/- per month. To prove the income, the claimant has produced the Village abstract Form No. 7 wherein the name of the applicant- Narpatsinh Madarsang Zala is clearly shown as possessor of the land situated at village: Poladiya, Tal. Mandvi-Kachchh. It also appears that, the said land is being used for agricultural purpose. Now, considering the cross examination, the claimant has admitted that, he is holding the agricultural land till today. He has admitted that, crop loan is still running on the said land.

Hence, considering the above evidences, it transpires that, at the time of accident, he was doing the agricultural activity/ farming in his own land. The accident took place on 30.07.2022. The claimant has claimed the income of Rs. 10,000/- per month however, as per the settled principle, the agricultural income depends upon the rain and atmosphere. For doing farming activity, the claimant has to bear some expenditure towards pesticides, purchase of seeds and other expenditures also. Hence, in view of the peculiar facts and circumstances and also perused the oral as well as documentary evidence, this Tribunal deems it fit to consider Rs. 9,500/- per month and thus, annual income comes Rs. 1,14,000/-.

18. So far as the age of the claimant is concerned, in the affidavit for examination in chief, the claimant has stated that his age was 37 years at the time of accident and in support thereof, he has relied upon the MLC Certificate [Exh. 40] wherein the age of the claimant is mentioned 38 years. Additionally, the claimant has produced the copy of Aadhar Card at Exh. 44 wherein the Date of Birth was shown as 16.05.1985 and accident took place on 30.07.2022, hence, it can safely be said that, at the time of accident, he was 37 years old. As against this there is no evidence in rebuttal by the opponents with the respect to the age of the claimant. So, this Tribunal is of the opinion that, at the time of accident, the age of the claimant was 37 Years.

Therefore, the claimant would fall under the age group of 36 to 40, therefore, claimant would be entitled to get compensation calculated on the basis of the multiplier of **15.**

19. So far the income of future prospect in injury case is concerned, in the case of **Pappu Deo Yadav Vs. Naresh Kumar**, **AIR 2020 SC 4424** and in the case of **Erudhaya Priya V. State Express Transport Corporation Ltd., AIR 2020 4284** and the ratio laid down by the Larger Bench of the Hon'ble Supreme Court rendered in the case of **National Insurance Company vs. Pranay Sethi, 2017 (16) SCC 680,** it becomes clear that even in the injury case which has resulted into permanent partial disablement, the future prospect can be taken into consideration. Herein the present case, the claimant himself has stated that, he was doing agricultural activity. Further, considering the age of the claimant at the time of accident, this is a fit case to give rise of **40% i.e. Rs.45,600/- (Rs.1,14,000/- X 40%)** in the actual income of the claimant. On doing so, the annual income of the claimant can be worked out as **Rs.1,59,600/-.**

20. As far as the disability sustained by the claimant is concerned, the claimant has relied upon the medical papers and other documentary evidence of his treatment taken in the hospital, the disability certificate [Exh. 52] wherein the Doctor has certified that, claimant is having permanent physical disability of Right Lower Limb by 54%, left lower limb by 23% and back function by 10%. To prove the said disability, the claimant has examined Dr. Abhinav Kotak at Exh. 46. However, at this stage, it is noted that, this Tribunal has passed an order below Exh. 1 in respect of ascertaining the disability through Medical Board, Bhuj and has sent yadi to concerned. However, thereafter upon perusal of the disability certificate, both the parties are agreed to consider **40%** disability body as whole. Hence, in view of the facts stated in disability certificate and also perused the disability manual as well as treatment papers, this Tribunal deems it fit to consider **40%** permanent physical disability is just and proper body as whole.

21. Considering the above facts that the above disablement result into permanent physical disability by considering the profession of the claimant. Taking into account the physical disability, since the case is not fall under functional disability, which is assessed as **40%** body as a whole, his yearly loss of income would come to **Rs.63,840/- p.a. (Rs.1,59,600/- X 16%).** As noted hereinabove, considering the age of the claimant (37 years), the multiplier of **15** would be applicable, hence, the future economic loss of income would come to around **Rs.9,57,600/-.**

22. So far as medical expenses is concerned, the claimant has produced the statement of medical bills at Exh. 43 wherein the amount is shown **Rs. 1,32,645**/- and same were in consonance with the medical bills. As against, Ld. Adv. for the Insurance Company has not produced rebuttal evidence. Hence, the claimant is entitled to get Rs. **1,32,645/-** towards medical expenditure. Due to the accident, claimant has suffered serious injuries like compound grade III # Shaft Tibia Fibula comminuted right side, symphysis publis diastasis with right sacroiliac joint disruption, # base of 5th Metatarsal right side and Right heel flap avulsion injury and he had to take treatment as indoor patient from 30.07.2022 to 03.08.2022 and he was operated, **Rs.10,000/-** is allowed for pain, shock and sufferings and **Rs.5,000/-** for attendant charges, transportation and rich diet. Last but not the least, the claimant is also entitled for 01 month's actual loss of income, as he was admitted in the hospital and was advised to take bed rest for quite some time, which comes to **Rs. 9,500/-**. The claimant is entitled to get the aforesaid amount of compensation, which can be reclassified as under.

Description	**Amount**
Future loss of income.	Rs.09,57,600=00
Pain, shock and sufferings,	Rs.00,10,000=00
Attendant Charges, Transportation, Rich diet	Rs.00,05,000=00
Actual loss of income	Rs.00,09,500=00
Medical expenses	Rs.01,32,645=00
TOTAL AMOUNT OF COMPENSATION	**Rs.11,14,745=00**
ROUNDED OFF	**RS.11,14,800=00**

LIABILITY :-

23. Herein the present case, as held in above, the accident took place due to negligent driving by driver of Eeco Car No.GJ-37-T-2175. Herein the present case, the opponent No. 1 is stated as not known, the opponent No. 2 is the owner, the opponent No. 3 is the Insurance Company of offending Car. The claimant as well as the Insurance Company has produced the

Insurance Policy of offending vehicle Car at Exh. 31 from which it appears that, the name of the owner is shown as Ajay Sitapara i.e. opponent No. 2. The Insurance Policy is valid and effective at the time of an accident. It also appears that the Insurance Policy was “Package Policy”. Herein the present case, the claimants are third party for owner and Insurance Company and therefore, the opponent Nos. 2 & 3 are jointly and severally liable to pay compensation to the claimants.

24. However, Ld. Adv. for the Insurance Company has argued that, driver of the offending vehicle was not holding driving licence to drive the car and therefore, there is clear violation of terms and conditions of the Insurance Company and thus, Insurance Company is requires to be exonerated. But at this stage, upon perusal of the charge sheet (Exh.29), no any penal section is added in respect of non holding driving licence of driver of offending vehicle. Even the Insurance Company has not produced any document to prove the said fact. Hence, the above submission made by the Insurance Company is not sustainable and thus, rejected.

INTEREST :

25. The claimants have prayed for interest at the rate of 18% per annum. Therefore, I have gone through the judgment delivered by the Hon’ble Apex Court in the case of Hanumantharaju B (Dead) By Lr Vs. M. Akram Pasha and Anr reported in 2025 INSC 682 wherein Tribunal had awarded 9% interest which was reduced by the Hon’ble High Court to 6% and the Hon’ble Supreme Court granted rate of 7% may be more appropriate to ensure fairness. Hence, considering the above judicial pronouncement, the claimant is entitled to get an interest @ 7% p.a., from the date of filling of the present claim petition, Hence, I pass following order.

-: O R D E R :-

1. The claim petition **No. 447/2022 and 463/2022** are "**PARTLY ALLOWED"** accordingly in the following terms.

Claim Case Number	**Amount**
(1) MACP NO. 447/2022	**Rs.2,83,330/-**
(Rupees Two Lakh Eighty Three Thousand Three Hundred Thirty Only)	
(2) MACP NO.463/2022	**Rs.11,14,800/-**
(Rupees Eleven Lakh Fourteen Thousand Eight Hundred Only)	

2. In both claim petitions, opponent Nos. 2 & 3 are liable to pay the above amount of compensation to the applicants are jointly and severally and they are directed to deposit the said amount with 07% p.a. interest from the date of institution of claim petitions until the said amount is realized with proportionate costs within one month from the date of the order.

3. The aforesaid opponents are directed to deposit the awarded amount within one month from today in this Tribunal.

4. On such deposit being made, first of all deficit Court Fees and the amount of interim compensation paid to the claimants, if any, shall be deducted from the awarded amount.

Sr.No.	**MACP**	**DISBURSEMENT**
1	447/2022	Applicant
2	463/2022	Applicant

5. Out of the deposited amount, 60% shall be invested in Fixed Deposit Scheme in any Nationalized Bank in the name of major claimants for a period of Five years and remaining 40% amount be paid by way of Account Payee cheque to the said claimants.

5.1 The concerned Bank is directed not to grant any loan, advances or withdrawal against the said F.D.R. without obtaining prior permission of this Tribunal.

5.2 However, the claimants will be entitled to draw quarterly interest on the amount of deposit in the F.D.Rs.

6. In compliance with Circular No. 9182/2021, which was issued pursuant to the directions of the Hon'ble Supreme Court in Writ Petition (Civil) No. 534/2020 dated 16.11.2021, the opponent is required to deposit the amount as directed.

7. Award shall be drawn accordingly.

Original of this judgment shall be kept in MACP No.447/2022 and certified copy thereof shall be kept with MACP No.463/2022.

Signed and pronounced in the open Court today i.e. 28th Day of July, 2026 at Bhuj.

Dtd. 28/07/2026
Place: Bhuj

(Veerat Ashok Buddha)
3rd Additional District Judge &
M.A.C. Tribunal (Auxi),
Bhuj-Kachchh
GJ-00702

/Rajesh Vaghela/