ORDER BELOW EXH.1

IN

M.A.C. PETITION NO.221 OF 2013

1. Parties have produced Compromise pursis at Exh.32. As per order passed below Compromise pursis, the same is recorded and accepted.

2. The claimant and the opponent no.2- Iffco-Tokio General Insurance Co. Ltd. have entered into compromise settling the claim to the tune of **Rs.6,00,000/-**. The Compromise pursis produced by the parties is read over to them. Thus, this Tribunal is of the opinion that the settlement arrived between the parties is legal and within the purview of subject matter of the claim petition and also in the interest of claimant. The compromise is, therefore, recorded in exercise of the powers conferred under Order 23 of the Civil Procedure Code. Hence, following order is passed:

:: ORDER ::

1. **Opponent no.2-Iffco-Tokio General Insurance Co. Ltd.**. is hereby directed to deposit **Rs.6,00,000/- (Rupees Six Lacs Only)** in the office of this Tribunal towards full and final compensation as settled, after deducting the amount of interim compensation, if any paid U/Sec.140 of M.V. Act, within two month from the date of this order.
2. The office shall not deduct or recover the amount of Court fees from the awarded amount deposited with this Tribunal, as the matter is compromised in Lok-Adalat.
3. Court Fees Refund Certificate, as the case may be, be issued in the name of the claimant/ Ld. Advocate appearing on behalf of claimant, if he has paid Court fees, if any.
4. On deposition of the aforesaid amount of compensation, the amount payable to the claimant shall be apportioned amongst the claimant. Out of the amount coming to the **Claimant**, **60%** amount be deposited in Fixed Deposit in the2 name of the respective claimant in any Nationalized Bank for the period of five (5) years and the remaining **40%** amount be paid to the respective claimant by an A/c. Payee Cheqye after due verification.
5. The aforesaid Fixed Deposits be made with the condition that no any facility by way of loan, over-draft or cash credit shall be available on the aforesaid investment and the Bank shall not allow the claimants to create any burden upon such deposit. However, the claimants are entitled to receive the periodical interest accrued on the aforesaid FDRs.
6. At the maturity of above period of FDR, the bank shall pay the principal amount to the concerned claimant without any further order of the Tribunal.

7. In view of the above, the present claim petition stands disposed off accordingly as compromised in Lok-Adalat.

Place: Deesa.

(Rakesh Rajnikant Bhatt)
Judge
M.A.C. Tribunal (Aux.)
Deesa. [GJ00608)

Date:18/12/2021