BEFORE THE LOK ADALAT HELD ON 13th SEPTEMBER, 2025
AT KARKARDOOMA COURT COMPLEX, DELHI
[Organised by State Legal Services Authority under Section 19 of Legal Services
Authorities Act 1987 (Central Act)]

CORAM: SH. HARUN PRATAP, JUDGE LOK ADALAT
DR. SANDEEP DATHIK, ASSOCIATE MEMBER

MEMO OF PARTIES

1. **Sh. Rihan**
S/o Jabbar,
R/o E-2/478, Nand Nagri,
North East Delhi-110093.

…. Petitioner/injured

Vs.

1. **Sh. Mohit**
S/o Ramveer
R/o Village Rampur, Kundal, Tahsil, Kharkhoda,
Distt. Sonipat, HR.

...….. (Driver)

1. **H M Motors Pvt. Ltd.**
Authorised person, Pawan Singh Dahiya

...….. (Owner)

3. **New India Assurance Com. Ltd.**
Regd. Office: Delhi Legal Hub, Core-03,
1st floor, Scope Minar, Laxmi Nagar, Distt. Centre,
Delhi-110095.

…. Insurer
….. Respondents

DAR/CLAIM PETITION No.: 9/25
FIR No.: 659/24
PS: Nand Nagri
U/s.: 281/125(b) IPC
Referral Court : PO / MACT / SHD/ KKD / DELHI

Presence:

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Sh. Amit Kumar Sharma, Ld. Counsel for petitioner along with petitioner in person.
None for R1 and R2.
Sh. Vikas Kumar Singh, Ld. Counsel for R3 i.e. Insurance Company along with Sh. Gopal Juneja, Regional Manager for Insurance Co. in person.

AWARD

1. This is case for compensation towards fatal injuries suffered by injured Rihan in the accident. The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised / settled the matter in pre-lok adalat hearing, the Award of **Rs. 38,50,000/- (Rupees Thirty Eight Lakh Fifty Thousand Only)** is hereby passed in favour of the Petitioner/injured against all the Respondents in full and final settlement of the claim of the Petitioner/injured against all the Respondents. The award amount shall be payable by R3/ Insurance Company to the Petitioner on behalf of the all the Respondents. This will be inclusive of interim award (if any) already passed during pendency of the case.

S.No. (1)	Name of the Petitioner/ claimant (2)	Age (3)	Relation with injured/ deceased (4)	Amount of award (5)	Amount of award to be released immediately (6)	Amount kept in FDR (7)	Period of FDR with cumulative interest (8)	Bank details of the petitioner/s with IFCS Code (9)
1	Rihan	22 Yrs	Self	38,50,000/-	18,50,000/-	20,00,000/-	FDRs of Rs. 20,000/- each for a period of 100 months	Nil

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Note:- *This amount (mentioned in Column No. 6 above) be transferred in a savings/MACT Account in a nationalized bank situated near the place of petitioner's residence by Manager, UCO Bank, Karkardooma Court Branch, Delhi bearing account no. 20780110171912; IFSC: UCBA0002078. Petitioner/s shall provide the necessary details of the said savings/MACT account as well as his/her identification documents including Aadhar Card, PAN Card to Manager, UCO Bank, Karkardooma Court Branch, Delhi bearing account no. 20780110171912; IFSC: UCBA0002078 under intimation to this Court within one week from today.

**** This amount (as mentioned in Column No. 7) shall be retained in the form of FDRs as mentioned in Column No. 8 of above table by the Manager, UCO Bank, Karkardooma Court Branch, Delhi bearing account no. 20780110171912; IFSC: UCBA0002078.**

The following conditions are imposed with respect to the fixed deposits:

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s).

(b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d)The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

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(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.
(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.
(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.
(h) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.

2. Manager, UCO Bank, Karkardooma Court Branch, Delhi shall ensure the compliance of above directions in a diligent manner.

3. File be consigned to record room and Nazir is directed to maintain a miscellaneous file for compliance which shall be listed for **18.10.2025**. Next date, if any, stands cancelled.

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(HARUN PRATAP)
LOK ADALAT JUDGE
13.09.2025

DR. SANDEEP DATHIK
(ASSOCIATE MEMBER)
13.09.2025