

CNR WBEM01 001275-2022, CIS Regd No.231 of 2022  
Present : Shib Shankar Ghosh, Judge MACT cum ADJ, F.T.C-I,Tamluk,Purba Medinipur  
JO Code No.WB00872  
**MACC No.231 of 2022**

Order No.26

Dated 11.03.2026

Today is fixed for delivery of judgment.

Claimant files hazira

OP.No.2 files hazira.

Judgement is rendered in 15 pages, which is signed, sealed and pronounced in open Court in presence of the both Ld. Advocates. Let the judgment be kept with the record.

The operative part of the judgment is as follows:-

“That claimants are jointly entitled to get an award of Rs.11,24,200/- as compensation from opposite party No. 2 namely Chola Mandalam MS General Insurance Co. Ltd. The opposite party No. 2 is liable to pay the above amount to the claimants namely claimant Sabita Das, Susmita Das who has become major in course of proceeding, Abhijeet Das, Paresh Das and Shrimati Das. The above amount would carry an interest at the rate of 6% p.a. which would be calculated on the above amount from the date of filing of the application till the date of actual realization thereof, in default of which, claimants would be at liberty to take recourse to law for realization of above amount. The opposite party No. 2 is directed to divide equally the total amount of compensation along with interest as above, and credit said equal amount directly to the bank accounts of each of the claimants as soon as said bank account details are furnished to them. Payment would be made strictly upon verification of above accounts by opposite party No.2. Needless to mention that said bank accounts would be verified by opposite party either on the same date on which said bank accounts details are furnished to them or on the next day and not beyond said date, and payment would be credited within an hour of completion of process of verification of bank accounts of claimants. However, above amount would not be disbursed or credited unless and until deficit court fees on the amount i.e. Rs.11,24,200/-, to be paid to claimants by Insurance company, are paid by claimants. If DCF is not paid and amount of compensation is disbursed or credited by Opposite Party No.2, then said DCF would have to be paid by Opposite Party No.2.

Claimants have to pay the deficit Court fees within a period of fifteen days from this date. They are further directed to furnish up to date bank account details of their to the opposite party No.2 within the above time limit. In the event they have no bank accounts, bank accounts have to be opened at once, and details of such bank accounts have to be furnished to opposite party No 2 within the above time limit.

Only upon payment of deficit Court fees and furnishing of bank account details, compensation amount along with interest would be credited to the accounts of claimants by opposite party No.2. Needless to state, while calculating interest, number of days of delay in furnishing bank account details as well as payment of excess court fees or deficit court fees by claimants would not be taken into account by opposite party No.2. After making payment by crediting the amount of compensation along with interest directly to the bank accounts of claimants, a compliance report would be filed by opposite party No.2 in the Tribunal.

Let a copy of this award be given to the parties concerned free of cost for the information and necessary action

Let the judgment be kept with the record”.

Dictated and corrected by me.

Judge, M.A.C. Tribunal ,  
Cum Addl. District Judge,  
Fast Track Court-1,  
Tamluk, Purba Medinipur.

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cum Addl. District Judge,  
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