

**HIGH COURT OF TRIPURA
AGARTALA**

CRP No.14 of 2024

Smt. Feroz Bibi

.....Petitioner(s);

Versus

Shri Pintu Bardhan & others

.....Respondent(s)

For Petitioner(s) : Mr. A. Acharjee, Advocate,
Mr. Rahul Acharjee, Advocate.

For Respondent(s) : None.

HON'BLE THE CHIEF JUSTICE MR. APARESH KUMAR SINGH

Order

22/02/2024

Heard Mr. A. Acharjee, learned counsel for the petitioner.

2. Under the award dated 25.03.2022 passed in T.S. (MAC) 47 of 2017, the learned Member, Motor Accident Claims Tribunal No.2, Gomati Judicial District, Udaipur awarded a compensation to the claimants who are legal heirs of the deceased totaling Rs.12,04,000/- against the Insurance Company along with interest from the date of filing of claim petition till realization. The mode of disbursement has been prescribed at Para 16 of the award which is extracted hereunder:

“16. Out of the said amount the claimant-petitioner Nos.1 and 4 be paid Rs.1,50,000/- each and the rest amount of Rs.1,51,000/- each should be kept in fixed deposit in their respective accounts lying with any Nationalized Bank for the period of 5(five) years. The amount of Rs.3,01,000/- each of the claimant-petitioner Nos.2 and 3 should be kept in fixed deposit in their respective accounts lying with any Nationalized Bank for the period of 5(five) years or till attaining their majority whichever is earlier. In the case in which investment in long term in the nature of fixed deposit is made on condition that the Bank will not permit any loan or advance on the Fixed Deposit and interest on the amount invested is paid monthly directly to the claimants or their legal heir, as the case may be. Further the claimant-petitioners are also granted liberty to apply for withdrawal in case of an emergency. To facilitate the payment of amount of the claimant-petitioners and the fixed deposit amount on maturity, the claimant-petitioners at the appropriate time shall file photo copy of their Bank Pass Book in their names containing photograph, account number, IFSC number and the RTGS number duly certified by the Banker and a copy of Passport Size photograph before making payment so as to enable this Tribunal to transfer the amounts directly to their Bank Account.”

Claimant No.1/petitioner herein approached the learned Motor Accident Claims Tribunal No.2, Gomati Judicial District, Udaipur for encashment of the fixed deposit of Rs.2,33,136/- dated 23.09.2022 for purchase of homestead land. The learned Tribunal has declined the prayer by the impugned order dated 07.06.2023 on the ground that the amount has been fixed for five years and the date of maturity is 23.09.2027.

3. Mr. A. Acharjee, learned counsel for the petitioner, submits that the petitioner has entered into an agreement for sale and paid a consideration amount of Rs.50,000/- [Annexure-D] with the vendor on 23.03.2023. She is living in a rented house along with two minor children and, therefore, has a genuine need for purchase of a homestead land. If the fixed deposit is not allowed to be encashed, she may have to forfeit the advance paid to the vendor on failure to fulfil the terms and conditions. Therefore, the prayer may be allowed.

4. I have considered the submission of learned counsel for the petitioner and also taken note of the relevant facts placed from record. I have also taken note of the mode of disbursement of the award of compensation in favour of the four claimants out of whom, claimant No.1/petitioner herein and claimant No.4 are majors, whereas claimant No.2 & 3 are minors. After release of Rs.1,50,000/- each in favour of the claimants No.1 & 4, the rest amount of Rs.1,51,000/- each has been directed to be kept in fixed deposit in a Nationalized Bank for five years. In respect of claimants No.2 & 3, the entire amount of Rs.3,01,000/- is to be kept in fixed deposit in their respective accounts lying with any Nationalized Bank for a period of five years or till attaining their majority whichever is earlier. The learned Tribunal has also put a

condition that investment in long term fixed deposit is made on the condition that the Bank will not permit any loan or advance on the fixed deposit, and interest on the amount invested is to be paid directly to the claimants or their legal heir, as the case may be. The claimant-petitioners have been also granted liberty to apply for withdrawal in case of an emergency.

5. The emergency as understood in the case of *Kajal v. Jagdish Chand and Others* reported in (2020) 4 SCC 413 would be for medical treatment. It may be also for some emergent needs like future education of the children. But the plea of purchasing a homestead land could not be treated as a case of emergency for release of the amount invested in fixed deposit in name of the claimants, as it is intended to serve as a source of sustenance over a period of time after the death of the bread earner of the family. The principle on which the mode of disbursement has been made is on the similar lines as in the case of *Kajal* (supra) as indicated at paragraph 30 of the report. The guidelines laid down protect the rights of the claimants and the minors and also widows and illiterate persons who may be deprived of the compensation paid to them in lump sum by unscrupulous elements. Learned Tribunal has, therefore, devised the manner of release of interest out of the fixed deposits in favour of each of the claimants on monthly basis.

6. In that view of the matter, this Court does not find any error in the order of the learned Tribunal calling for interference.

7. The instant petition is dismissed.

(APARESH KUMAR SINGH), CJ

Pijush/