

GAHC010071822021



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : I.A.(Civil)/955/2021

NATIONAL INSURANCE COMPANY LTD.
REGD. HEAD OFFICE AT 3, MIDDLETON STREET, CALCUTTA- 700071, REP.
BY THE A.M., GAUHATI REGIONAL OFFICE, BHANAGAGARH, GHY- 5,
KAMRUP(M), ASSAM

VERSUS

REKHA BARMAN AND 6 ORS.
W/O. LATE MANTU BARMAN

2:MISS DEEPAMONI BARMAN

D/O LATE MANTU BARMAN

3:MISS SUNU BARMAN

D/O LATE MANTU BARMAN

4:MISS MONI BARMAN

D/O LATE MANTU BARMAN

5:MISS RUMI BARMAN

D/O LATE MANTU BARMAN
ALL ARE R/O VILL. and P.O. MUGURIA
DIST. BARPETA
ASSAM
PIN 781301

6:NIROD BAISHYA
S/O LATE RAJENDRA BAISHYA

VILL. and P.O. BARNARDDI KALBARI
DIST. NALBARI
ASSAM
PIN 781335

7:MD. RAJIB ALI

S/O MOHAR ALI
VILL. BARAM ROAD
P.S. and P.O. BARAMA
DIST. NALBARI
ASSAM
PIN 78134

Advocate for the Petitioner : MS.R D MOZUMDAR

Advocate for the Respondent : MR. S K JAIN

Linked Case : MACApp./152/2015

THE NATIONAL INSURANCE COMPANY LTD
SUBSIDIARY OF GENERAL INSURANCE CORPORATION OF INDIA
REGISTERED HEAD OFFICE AT 3
MIDDLETON STREET
CALCUTTA 700071
REPRESENTED BY THE ASSTT. MANAGER
GAUHATI REGIONAL OFFICE
BHANAGAGARH
GUWAHATI - 781005

VERSUS

SMTI REKHA BARMAN and 6 ORS
W/O LATE MANTU BARMAN

2:MISS DEEPAMONI BARMAN

D/O LATE MANTU BARMAN
3:MISS SUNU BARMAN

D/O LATE MANTU BARMAN
4:MISS MONI BARMAN

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7:MD. RAJIB ALI

S/O MOHAR ALI
VILL. BARAM ROAD
P.S. and P.O. BARAMA
DIST. NALBARI
ASSAM
PIN 781346

Advocate for : MS.R D MOZUMDAR
Advocate for : MR.L P NATHR-6and7 appearing for SMTI REKHA BARMAN and 6
ORS

BEFORE
HONOURABLE MR. JUSTICE PARTHIVJYOTI SAIKIA

ORDER

Date : 03-09-2021

Heard the learned counsel, Ms. R.D. Mozumder appearing for the applicant/insurance company. Also heard Mr. A. Lahkar, the learned counsel appearing on behalf of Mr. B.K. Jain, the learned conducting counsel for the respondents.

This interlocutory application has been filed by the insurance company and it has been pointed out that in the judgment dated 15-03-2021 passed in MAC Appeal No. 152 of 2015 has some clerical mistakes. Therefore, the applicant prays that those mistakes need to be corrected.

Mr. Lahkar appearing for the respondents fairly conceded to the prayer of the insurance company and submitted that he would have no objection if the prayer of the

insurance company is allowed.

In paragraph 7 of the judgment dated 15-03-2021, the amount of Rs.8,02,600/- (Rupees eight lakhs two thousand six hundred) only should have been Rs.8,26,000/- (Rupees eight lakhs twenty six thousand) only.

In paragraph 8 of the judgment, it has been stated that the insurance company has already deposited Rs.10,000/- (Rupees ten thousand) on 14-10-2015.

The applicant has submitted that the aforesaid amount should have been Rs.10,00,000/- (Rupees ten lakhs), which was deposited by the insurance company and it was also withdrawn by the claimant.

In paragraph 8 of the judgment, it has been mentioned that the rate of interest will be 6% per annum from 14-10-2015 and it should have been "6% per annum till 14-10-2015".

The claimant has submitted that the rate of interest for six months would be Rs.2,97,360/- (Rupees two lakhs ninety seven thousand three hundred sixty). Thus, the total compensation amount would be Rs.8,26,000/- + Rs.2,97,360/-. So, the claimant would be entitled to Rs.11,23,360/- (Rupees eleven lakhs twenty three thousand three hundred sixty). Out of this amount, the statutory deposit of Rs.25,000/- (Rupees twenty five thousand) shall be deducted. The claimant has already withdrawn Rs.10,00,000/- (Rupees ten lakhs) and therefore, the claimant is now entitled to Rs.98,360/- (Rupees ninety eight thousand three hundred sixty) only.

The claimant has submitted that he would have no objection if these prayers of the insurance company are allowed. Therefore, the prayers made in the interlocutory application is allowed.

Henceforth the amount of Rs.8,02,600/- (Rupees eight lakhs two thousand six hundred) appearing in paragraph 7 of the judgment passed in MAC Appeal No. 152 of 2015 shall be read as "Rs.8,26,000/- (Rupees eight lakhs twenty six thousand)".

It is also directed that the sentence "insurance company has already deposited Rs.10,000/- (Rupees ten thousand) on 14-10-2015" shall be read as "insurance company has

already deposited Rs.10,00,000/- (Rupees ten lakhs) on 14-10-2015".

The sentence "rate of interest will be 6% per annum from 14-10-2015" shall be read as "rate of interest will be 6% per annum till 14-10-2015".

Now the claimant is entitled to Rs.98,360/- (Rupees ninety eight thousand three hundred sixty) only.

This order shall form a part of the judgment dated 15-03-2021 passed in MAC Appeal No. 152 of 2015.

The interlocutory application stands disposed of accordingly.

JUDGE

Comparing Assistant