

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.VINOD CHANDRAN

MONDAY, THE 9TH DAY OF FEBRUARY 2015/20TH MAGHA, 1936

OP (MAC).No. 11 of 2015 (O)

**OP(MV) 368/2008 of MOTOR ACCIDENTS CLAIMS TRIBUNAL,
IRINJALAKUDA DATED 28-02-2014**

PETITIONER:

**JOSEPH.A.MATTAM ,
S/O.AVARACHAN MATTOM, MATTAHIL HOUSE
CHATTIKULAM DESOM AND P O, KODASSERY VILLAGE
MUKUNDAPURAM TALUK, THRISSUR DISTRICT.**

BY ADV. SRI.P.V.BABY

RESPONDENT:

**IFFCO TOKIO GENERAL INSURANCE CO. LTD,
KSCMF BUILDING, 3RD BLOCK, CUNINGHAM ROAD,
BANGALORE-560052.**

**BY ADVS. SRI.MATHEWS JACOB (SR.)
SRI.P.JACOB MATHEW**

**THIS OP (MAC) HAVING COME UP FOR ADMISSION ON 09-02-2015, THE
COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

PJ

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APPENDIX

PETITIONERS' EXHIBITS

- P1: PHOTOCOPY OF THE JUDGMENT DATED 28/2/14 IN OPMV.368/08 OF THE
 MACT, IRINJALAKUDA ALONG WITH CONNECTED CASES.**
- P2: PHOTOCOPY OF THE IA.4559/14 ALONG WITH AFFIDAVIT NO.1612/08 DATED
 29/6/12 OF THIS HON'BLE COURT.**
- P3: PHOTOCOPY OF THE LETTER ISSUED BY THE SOUTH INDIAN BANK,
 CHALAKKUDY BRANCH TO THE PETITIONER**
- P4: PHOTOCOPY OF THE ORDER IN IA.4559/14 DATED 29/12/14 OF THE MACT,
 IRINJALAKUDA.**

RESPONDENTS' EXHIBITS

NIL.

/ TRUE COPY /

P.S. TO JUDGE

PJ

K.VINOD CHANDRAN, J.

OP(MAC) No.11 of 2015

Dated this the 9th day of February, 2015

JUDGMENT

The petitioner is aggrieved with the non disbursal of the entire amount which the petitioner was entitled to as per the award of the Motor Accidents Claims Tribunals passed on 28.2.2014 in OP(MV) No.368 of 2008. The petitioner was involved in a motor accident in which he suffered grievous injuries. A reading of the award produced as Ext.P1, would indicate that he has suffered 50% permanent disability in the accident. The petitioner was awarded with ₹19,10,390/- (Rupees Nineteen lakhs ten thousand three hundred and ninety only). ₹ 5,00,000/- (Rupees Five lakhs only) was retained in fixed deposit in the name of the petitioner, the release of which is now sought for by the petitioner.

2. The petitioner's contention is that the medical bills itself came to more than ₹6,00,000/- (Rupees six lakhs only) and the award was made after six years of the accident. The petitioner

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who was a Contractor was disabled from carrying out the works he had undertaken and thereby, sustained huge financial loss also. The petitioner contends that he has dues to the bank for which, recovery is proceeded with. If the amounts are released, the petitioner pleads that he would settle the dues to the bank. The petitioner contends that while he is entitled to get 7.5% interest in the fixed deposit, he is obliged to pay 14% interest against the bank dues. The petitioner is also said to be a Law Graduate.

3. I have heard the learned counsel appearing for the Insurance Company also.

4. The issue with respect to release of the amounts kept in fixed deposit was considered by this Court in **Riyas V.Ayisha** (2013 (4) KLT 1012). After considering the binding precedent of the Honourable Supreme Court, this Court held that on compelling circumstances being shown and the claimant being shown to be a person who is literate and who is capable of looking after his affairs, necessarily the award amounts need not be retained since the claimant would be the best judge of

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arranging his affairs.

5. Considering the fact that the petitioner is a Law Graduate and had been carrying on contract work, as also other compelling circumstances pointed out by the petitioner, the amounts retained in the fixed deposit shall be released to the petitioner within three weeks from the date of production of a certified copy of this judgment. The Tribunal is directed to do so within the time stipulated.

The writ petition is disposed of. Parties are left to suffer their costs.

Sd/-

**K.VINOD CHANDRAN ,
JUDGE.**

rkc.