

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.5216 of 2014

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Md. Kayam @ Md. Kejam, S/O Late Noor Ahmad, resident of village- Sharma,
P.S.- Barachatti, District Gaya, The legal representation of the deceased died in
Motor Vehicle Accident.

.... Petitioner/s

Versus

1. Prahlad Rai Khetwat, S/O Late Rameshwar Lah Khewat, Resident of 19. A
Sarat Bose Road Kolkata 700020, the Director of M/S Bharat Roadways
Transport L.T.D. Of 19 A Sarat Bose Road Kolkata and Owner of
Vehicle/Truck No. W.D. 03 A 1374.
2. The National Insurance Company Ltd. Its Branch Manager, Division-VII, 9
Shakespear Sarani Brooke House (4th Floor) Kolkata.
3. The Insurance Company through Divisional Manager Charch Road Shamti
Market, P.S. Civil Line, District- Gaya.
4. Shiv Ratan Jhunjhunwala, S/O Rameshwar Lal Jhunjhunwala, Resident Of 19A,
Sarat Bose Road Kolkata 700020 Lawful Attorney of the owner of the Truck
No. W.B. 03A-1374.
5. Shiv Lakhan Pandey, S/O Chhabinath Pandey, Resident of 47 Zakaria Street
Kolkata-700073, Lawful Attorney of the owner of the truck W.B. 03A-1374.
6. Bhagwan Yadav, S/O Bishwanath Yadav, H. No. 869/15 Kedar Road Gauhatti
(Assam) Driver of the Truck No. W.B. 03a-1374, Presently Driver of the Truck
of M/S Bhart Roadways Transport Ltd. Of 19 A Sarat Bose Road Kalkata-
700020.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Ram Subhas Singh, Advocate.
For the Respondent/s : Mr. Ramchandra Lal Das, Advocate.

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date: 05-12-2016

Heard learned counsel for the parties.

2. Pursuant to order dated 17.11.2016, a counter affidavit



has been filed on behalf of the National Insurance Company Limited. In the same, it has been stated that in terms of order of the Court, Rs. 2,25,000/- had to be paid, out of which Rs. 1,24,000/-, awarded by the Motor Vehicle Accident Claim Tribunal, Gaya (hereinafter referred to as the 'Tribunal'), has already been deposited with the Tribunal and with regard to rest, after calculating interest @ 6% per annum, the amount comes to Rs. 1,89,442.00, and after deducting 20% TDS, in terms of the relevant provisions, the remaining amount of Rs. 1,71,654/-, through cheque dated 18.11.2016 drawn at Canara Bank, G.B.Road Main, Gaya, has also been deposited before the Tribunal.

Learned counsel for the petitioner submitted that even the initial award money of Rs. 1,24,000/-, which may have been deposited by the Insurance Company, has not been paid to him by the Tribunal. Learned counsel for the Insurance Company submitted that the same was deposited before the Tribunal under Cheque No. 995669 dated 11.08.2005. Learned counsel submitted that in view of the cheque being of the year 2005, the same has become useless, as of now, and, thus, the Insurance Company may be directed to revalidate the same.

Having heard learned counsel for the parties, the writ application stands disposed off with a direction to the petitioner to appear before the Tribunal, Gaya along with a copy of this order. The



Tribunal shall hand over the cheque for Rs. 1,71,654/- dated 18.11.2016 as well as for Rs. 1,24,000/- dated 11.08.2005 to the petitioner. The petitioner shall thereafter encash the cheque dated 18.11.2016 whereas with regard to cheque dated 11.08.2005, he shall appear before the respondent no. 3, along with a copy of this order. The respondent no. 3 shall ensure that either the cheque dated 11.08.2005 is revalidated or a fresh cheque, for an amount of Rs. 1,24,000/-, is issued in favour of the petitioner within one week from the date of the petitioner appearing before him.

(Ahsanuddin Amanullah, J)

Sujit/-

AFR/NAFR	
CAV DATE	
Uploading Date	06.12.2016
Transmission Date	

