

HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY
AND
HON'BLE SRI JUSTICE M.S.K.JAISWAL

M.A.C.M.A.No. 1737 of 2015

Date: 11.11.2016

Between:

Sriram General Insurance Company Limited,
Rep. by its Office 1003-E-8-RIICO,
Industrial Area, Sitapura, Jaipur,
Rajasthan.

..... Appellant

And:

Jadav Yashodabai @ Yashoda,
Navipet, Nizamabad, and others.

.....Respondents

Counsel for the Appellant: Sri T. Ramachander Rao
for Sri Mahboob Hussain

Counsel for Respondent Nos.1 to 4: Sri S. Surender Reddy

Counsel for Respondent No.5: N.A.



The Court made the following:

JUDGMENT: (Per the Hon'ble Sri Justice C.V.Nagarjuna Reddy)

This Miscellaneous Appeal is filed by Shriram General Insurance Company Limited feeling aggrieved by order and decree dated 12.03.2015 in M.V.O.P.No.218 of 2011 on the file of the Chairman, Motor Accident Claims Tribunal – cum – V Additional District Judge, Adilabad.

Both the appellant as well as respondent Nos.1 to 4/claimants filed Joint Memo dated 03.11.2016, which contains the signatures of their respective counsel also. It is *inter alia* stated in the joint memo as under:

“It is submitted that while things stood thus, the appellant and the respondent Nos.1 to 4 have amicably settled the matter for full and final satisfaction of the order and decree for an amount of Rs.59,53,207/- and it was also agreed that respondent Nos.1 to 4/claimants are ready to forgo the interest awarded by the tribunal. It was also agreed by both the parties that the appellant herein will deposit an amount of Rs.59,53,207/- towards full and final satisfaction of award and decree and accordingly the appellant deposited the said amount before the court below. It was also agreed that the appellant has no objection for withdrawal of the entire deposited amount by the respondent Nos.1 to 4. With the above said conditions both the parties have amicably settled the matter and wanted to close the above case by filing the present joint memo. Therefore, if this Hon'ble Court does not record the said compromise, both the parties will suffer irreparable loss. Hence, this joint memo.”

When the case was heard by us on 04.11.2016, we did not feel persuaded to permit respondent Nos.1 to 4 to withdraw the entire amount contrary to the award passed by the Tribunal. Therefore, the case was adjourned to enable the learned counsel

for respondent Nos. 1 to 4 to obtain instructions as to whether their clients are willing to keep a part of the compensation amount in fixed deposit as per the direction contained in the award of the Tribunal.

Today, at the hearing, Sri S. Surender Reddy, learned counsel for respondent Nos.1 to 4, submitted that his clients are willing to keep the part of the compensation in fixed deposits as per the award. He has, however, submitted that since respondent No.4 has attained majority and that he has been declared as major by a separate order passed by this Court, he may be permitted to move appropriate application before the lower Court for permitting him to withdraw his share amount as per the award.

Both the learned counsel submitted that the appeal may be disposed of in terms of the joint memo of compromise except to the extent of withdrawal of the entire amount contrary to the directions contained in the award.

Having regard to the aforementioned facts and circumstances of the case and the submissions of the learned counsel for the parties, this Miscellaneous Appeal is disposed of in terms of joint memo dated 03.11.2016 except to the extent that the shares of respondent Nos.1 and 3 of Rs.7,39,044/- and Rs.3,69,522/- respectively are permitted to be withdrawn and the balance amount shall be kept in fixed deposits, as per the award of the Tribunal. As regards the share of respondent No.4, the Tribunal has directed that the amount of Rs.14,78,088/- awarded in his favour shall be kept in fixed deposit till he attains

majority. Since he has been declared as major by a separate order passed by us today, the said respondent is permitted to make appropriate application before the Tribunal seeking permission to withdraw the same. As the appellant has agreed to pay Rs.40,855/- more than the compensation awarded by the Tribunal, the same may be permitted to be withdrawn by respondent No.1/claimant No.1.

As a sequel to disposal of the M.A.C.M.A, M.A.C.M.A.M.P.Nos.3684 and 5918 of 2015 stand disposed of as infructuous.

C.V.NAGARJUNA REDDY, J

M.S.K.JAISWAL, J

Date: 11.11.2016
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