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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: 06.05.2016

\+ **CM(M) 433/2016**

KISHAN SUZI AND ORS

..... Petitioner

Through Mr. C M Thapliyal, Mr. S P Paul and Ms. Kiran Lata Pal, Advs.

versus

BUDH SINGH @ MALKIT AND ORS

..... Respondent

Through Mr. Pankaj Gupta, Adv. for Ms. Suman Bagga, Adv. for R-3

CORAM:
HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT

R.K.GAUBA, J (ORAL):

1. By judgment dated 27.01.2014 the petitioners, being parents, had been granted compensation in the sum of Rs.6,70,250/- each on account of death of their bachelor son Vikas Suzi by the motor accident claims tribunal (tribunal). Out of the said awarded amount, Rs.4 lakhs each falling to the share of the petitioners were put in fixed deposit receipts, one half each for the period of three years and six years respectively. The petitioners claim to have entered into an agreement to purchase an immoveable property (residential) for a total consideration of Rs.6 lakhs from one Raja son of Hazi Shaukat Ali resident of village Pavosadakpur Loni, District Ghaziabad, U.P. The claimants submit that they have already paid Rs.11,000/- as

earnest money to the seller and the balance consideration of Rs.5,89,000/- is to be paid at the time of execution and registration of the sale deed, the date for which has been specified in the agreement to be 18.04.2016. It is, however, also clarified that though the last date by which the sale deed was to be executed has lapsed, the seller is still ready and willing to proceed with the transaction.

2. Claiming that they do not have any other resource to finance the purchase of the said house, the petitioners had approached the tribunal for release of the money held in fixed deposit receipts. The said prayer was declined by the tribunal by order dated 17.03.2016, which is impugned by the petition at hand. The tribunal was of the view that the approach of the petitioners was not proper as they had gone ahead to enter into the transaction without seeking prior permission for such utilization of the money.

3. Given the background facts noted above, issue notice to the third respondent (insurer) which has admitted the liability to indemnify and was burdened with the responsibility to satisfy the award granted by the tribunal by judgment dated 27.01.2014. Mr. Pankaj Gupta, Advocate appears and accepts notice on behalf of third respondent. Only the third respondent needs to be heard. Heard both sides. Perused.

4. Whilst the observations of the tribunal in the impugned order about the conduct seem to be well justified, given the urgent necessity explained by the counsel for the petitioners and the fact that the first petitioner is earning his livelihood as a tailor, sufficient for survival of self with wife, the prayer is granted. In order, however, to ensure that the release of money from the fixed deposit receipts is not misutilized, it is directed that the

tribunal shall arrange for release of the amount of Rs.6 lakhs in equal proportions from out of the fixed deposit receipts held in the names of the two petitioners with the bank by appropriate instruments payable in favour of the seller of the immoveable property, to be handed over to him only at the time of execution and registration of the sale deed of the house in favour of the petitioners before the concerned Registrar.

5. The petition is disposed of with above directions.

6. Order *dasti*.

R.K. GAUBA
(JUDGE)

MAY 06, 2016
VLD