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

% **Date of Decision:27th October, 2016**

\+ **MAC.APP. 945/2013 & CM 30684/2016**

ORIENTAL INSURANCE COMPANY LTD. ..... Appellant

Through: Mr.Tarkeshwar Nath, Mr.Onkar Nath, Mr. Saurabh Kumar Tuteja, Advocates

Versus

IMRAN KHAN & ORS. ..... Respondents

Through: Ms.Kavita Agrawal, Mr. Ashok Kumar Garg, Advocates for respondent no.1.

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\+ **MAC.APP. 1055/2014**

IMRAN KHAN & ORS. ..... Appellants

Through: Ms.Kavita Agrawal, Mr. Ashok Kumar Garg, Advocates

versus

ORIENTAL INSURANCE COMPANY LTD. ..... Respondent

Through: Mr.Tarkeshwar Nath, Mr.Onkar Nath, Mr. Saurabh Kumar Tuteja, Advocates

CORAM:
HON'BLE MR. JUSTICE J.R. MIDHA

JUDGMENT (ORAL)

1. Both the parties have challenged the award of the Claims Tribunal whereby compensation of Rs.6,45,349/- has been awarded to Imran Khan.

2. The accident dated 18th June, 2010 resulted in permanent disability of 16% in respect of right lower limb to Imran Khan. The

injured was aged 17 years at the time of the accident and was studying in 11th standard. The Claims Tribunal awarded Rs.50,000/- towards pain and suffering, Rs.1,50,000/- towards loss of amenities, Rs.1,00,000/- towards loss of enjoyment/ shortening of life and Rs.1,00,000/- towards reduction in matrimonial prospects. The Claims Tribunal awarded Rs.21,112/- towards loss of income, Rs.1,36,805/- towards loss of future prospects, Rs.53,432/- towards medical expenses, Rs.14,000/- towards attendant charges, Rs.10,000/- towards special diet and Rs.10,000/- towards conveyance charges. The total compensation awarded is Rs.6,45,349/-.

3. Learned counsel for the appellant urged at the time of hearing that the compensation awarded under the heads of loss of amenities, loss of enjoyment/ shortening of life and loss of earning capacity are on a higher side.

4. Respondent no.1 is present in Court and his condition has been seen. This Court is satisfied that the compensation awarded to respondent no.1 is just, fair and reasonable and does not warrant any reduction.

5. The appeals are dismissed. The appellant has deposited the entire award amount with the Registrar General of this Court in terms of order dated 23rd October, 2013 out of which 70% award amount has been released to respondent no.1 and the balance amount is lying in fixed deposit with UCO Bank, Delhi High Court Branch.

6. With respect to 70% award amount released to respondent no.1, this Court vide order dated 20th April, 2015 directed release of Rs.1,50,000/- and the balance amount is lying in FDR in the name of

respondent no.1. As per the officer of UCO Bank present in Court, Rs.4,23,289.72 is lying in fixed deposit in the name of respondent no.1 on which the monthly interest is being paid to respondent no.1.

7. 30% of the award amount is lying with UCO Bank in FDR No.15530310428610 in which the balance as on 30th September, 2016 is Rs.3,08,182.90.

8. The Registrar General is directed to instruct UCO Bank, Delhi High Court Branch to discharge the FDR in respect of 30% award amount and release a sum of Rs.1 lakh to respondent no.1.

9. UCO Bank, Delhi High Court Branch is directed to consolidate the balance amount in the FDR for 30% as well as the balance amount lying in FDR for 70% and issue fresh 5 FDRs of equal amount in the name of respondent no.1 for the period 1 year, 2 years, 3 years, 4 years and 5 years.

10. The monthly interest on the FDRs of respondents no.1 shall be credited to his individual savings bank account.

11. At the time of maturity, the fixed deposit amount shall be automatically credited in the savings bank account of respondent no.1.

12. All the original FDRs shall be retained by UCO Bank, Delhi High Court Branch. However, the photocopies of the same shall be provided to respondent no.1.

13. No cheque book or debit card be issued to the respondent no.1 without permission of this Court.

14. No loan or advance or pre-mature discharge shall be permitted without the permission of this Court.

15. The UCO Bank, Delhi High Court Branch shall ensure that the

savings bank account of respondent no.1 is individual savings bank account and not joint account.

16. Respondent no.1 is at liberty to approach this Court for release of further amount in case of any financial exigency.

17. The pending applications are disposed of.

18. Copy of this order be given *dasti* to learned counsels for the parties under signature of Court Master.

OCTOBER 27, 2016 **J.R. MIDHA, J.**

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