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

%   **Date of Decision: 09th March, 2017**

+   MAC.APP. 113/2013 and C.M. Appl. 16055/2016

RELIANCE GENERAL INSURANCE CO. LTD...... Appellant
Through: Mr. Pankaj Seth, Advocate

versus

RAJVATI DEVI & ORS. ..... Respondents
Through: Mr. R.C. Anand and Mr. R.P.S. Bhatti, Advocates for respondents No.1 to 7

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

JUDGMENT (ORAL)

1. The appellant has challenged the award of the Claims Tribunal whereby compensation of Rs.25,69,000/- has been awarded to respondents No.1 to 7.

2. The accident dated 26th May, 2008 resulted in the death of Shish Pal Singh. The deceased was aged 39 years at the time of the accident and was working as a Header Setter earning Rs.12,500/- per month. The deceased was survived by his widow, three daughters, two minor sons and mother who filed the claim petition before the Claims Tribunal. The Claims Tribunal added 50% towards future prospects of the deceased, deducted 1/4th towards the personal expenses of the deceased and applied the multiplier of 15 to compute the loss of dependency as Rs.25,29,000/-. The Claims Tribunal awarded

Rs.25,000/- towards loss of estate and love and affection, Rs.10,000/- towards loss of consortium and Rs.5,000/- towards funeral expenses. The total amount awarded is Rs.25,69,000/-.

3. Learned counsel for the appellant urged at the time of hearing of the appeal that the compensation awarded is on a higher side. It is submitted that the Income Tax be deducted and the future prospects be reduced. It is further submitted that the salary of the deceased includes the conveyance of Rs.3,000/- which is liable to be reduced.

4. This Court is of the view that the compensation awarded by the Claims Tribunal is just, fair and reasonable and does not warrant any reduction. The income of the deceased is below the taxable limits and, therefore, no amount is liable to be deducted towards Income Tax. The income of the deceased has been proved as Rs.12,500/- and it does not warrant any reduction. Future prospects have also been computed in accordance with law.

5. The appeal is dismissed. The appellant has deposited the entire award amount with UCO Bank, Delhi High Court in terms of order dated 08th February, 2013 out of which 60% has been disbursed to respondents No.1 to 7 and the balance 40% amount is lying with UCO Bank, Delhi High Court Branch with FDR No.15530310691519 for Rs.16,70,993/-.

6. The respondent No.1 has already expired and her right has devolved on respondents No.1 to 7 who are already on record.

7. With respect to 60% amount already released, the following amounts lying in FDRs with UCO Bank, Delhi High Court Branch: -

Sl. No.	FDR No.	Balance Amount (Rs.) as on9.3.2017	In Favour of
1.	15530310310352120	77,303.55	Ms. Rajvati

2.	15530310310352137	77,882/-	Ms. Rajvati
3.	15530310310352175	77,882/-	Ms. Rajvati
4.	15530310310352182	77,882/-	Ms. Rajvati
5.	15530310310352199	77,882/-	Ms. Rajvati
6.	15530310310352151	77,882/-	Ms. Rajvati
7.	15530310310352205	77,882/-	Ms. Rajvati
8.	15530310310352212	77,882/-	Ms. Rajvati
9.	15530310310352229	77,882/-	Ms. Rajvati
10.	15530310310351987	3,89,342/-	Master Mohit
11.	15530310310352144	3,89,342/-	Master Pawan

8. UCO Bank, Delhi High Court Branch is directed to consolidate the amount lying in FDR No.15530310691519 with nine FDRs mentioned in serial Nos.1 to 9 in para 8 above and disburse the said amount in the following manner: -

(i) UCO Bank, Delhi High Court Branch shall keep Rs.12 lakh in 120 FDRs of Rs.10,000/- each in the name of Ms. Rajani for the periods 1 month to 120 months respectively with cumulative interest.

(ii) UCO Bank, Delhi High Court Branch shall keep Rs.5 lakh in the name of respondent No.5, Master Mohit, till he attains majority on which monthly interest be released to Ms. Rajani by transferring the same to her savings bank account. Upon attaining majority, the bank shall keep Rs.5 lakh in 50 FDRs of Rs.10,000/- each for the periods 1 month to 50 months respectively with cumulative interest in the name of respondent No.5.

(iii) UCO Bank, Delhi High Court Branch shall keep Rs.5 lakh in the name of respondent No.6, Master Pawan Kumar, till he attains majority on which monthly interest be released to Ms. Rajani by transferring the same to her savings bank account.

Upon attaining majority, the bank shall keep Rs.5 lakh in 50 FDRs of Rs.10,000/- each for the periods 1 month to 50 months respectively with cumulative interest in the name of respondent No.6.

(iv) UCO Bank shall release the balance amount, after issuing of the FDRs mentioned above for Rs.22 lakh, to respondent Rajani by transferring the same to her savings bank account No.34853631727 with State Bank of India, Kakore Branch, Uttar Pradesh, IFSC Code – SBIN0002380.

9. With respect to FDRs No. 15530310310351987 and 15530310310352144 for Rs.3,89,342/- each in the names of respondents No.5 and 6, respectively, the UCO Bank, Delhi High Court Branch shall retain the fixed deposit till they attain the majority. However, the monthly interest on both these FDRs shall be released to the savings bank account of respondent, Ms. Rajani. Upon their attaining majority, the bank shall release 20% of the FDRs amount to respondents No.5 and 6, respectively, and the balance amount shall be kept in four FDRs of 20% each for the period 1 year, 2 years, 3 years and 4 years, respectively in the names of respondents No.5 and 6.

10. All the original FDRs shall be retained by UCO Bank, Delhi High Court Branch. However, the statement containing FDR number, FDR amount, date of maturity and the maturity amount be furnished to respondent No.4.

11. The maturity amount of the FDRs shall be transferred to the aforesaid savings bank accounts of the beneficiaries near the place of their residence.

12. No cheque book or debit card be issued to the respondents by the State Bank of India, Kakore Branch, Uttar Pradesh without

permission of this Court. However, in case, the debit card/cheque book have already been issued, by the concerned bank shall cancel the debit card and/or cheque book.

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

14. The parties are permitted to approach this Court for pre-mature release of FDR in the event of any financial exigency.

15. Copy of this judgment be given *dasti* to counsels for the parties under signatures of the Court Master.

MARCH 09, 2017 **J.R. MIDHA, J.**

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