$~R-503

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

Decided on: 16th November, 2017

\+ MAC APPEAL 512/2012 and CM 6902/2015

SAGAR GARG ..... Appellant
Through: Mr. Navneet Goyal, Advocate

versus

RAKESH KUMAR & ORS. ..... Respondents
Through: Mr. L.K.Tyagi, Adv. for R-3

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

JUDGMENT (ORAL)

1. The appellant had suffered injuries and permanent disability on account of the motor vehicular accident that had occurred on 13.08.1999 when he was 7 years old. On his accident claim case (suit no.188/2001), instituted through his father (natural guardian), the Motor Accident Claims Tribunal (Tribunal), by judgment dated 27.09.2003, awarded compensation in the total sum of Rs.4,00,000/-, the liability having been fastened against the third respondent (insurer) to pay.

2. The appellant (claimant) took out MACA 14/2004 which was decided by this court by judgment dated 08.04.2011 whereby the matter was remanded to the tribunal after affording opportunity to the claimant to lead additional evidence particularly on the issue of expenditure towards artificial limb.

3. After further inquiry, the tribunal passed the fresh judgment dated 28.01.2012 whereby additional amount of Rs.10,80,000/- was awarded, out of which Rs.9,00,000/- is to take care of the needs for artificial limb which is expected to be replaced from time to time. While directing such additional amount to be paid by the insurer, the tribunal added the condition that Rs.9,00,000/- towards artificial limb would be deposited in the form of fixed deposit receipt to be availed by release to the prosthetic supplier as and when required with right given to the claimant to draw Rs.5,000/- p.m. from the balance amount put in saving bank account.

4. Though the appeal was filed raising grievance about the inadequacy of the award towards the artificial limb, at the hearing it is pressed only for suitable modification vis-à-vis the condition of Rs.5,000/- as the cap on the amount that may be withdrawn.

5. Since the cap of Rs.5,000/- permitted to be withdrawn operates against the remainder which has been directed to be deposited in the savings bank account of the claimant, the same was uncalled for. The main corpus has been duly protected by being put in fixed deposit receipt. The sealing put on amount to be withdrawn from the balance portion put in savings bank account is thus vacated.

6. No other point is pressed at the hearing.

7. The appeal with application filed therewith stand disposed of in above terms.

R.K.GAUBA, J.

NOVEMBER 16, 2017
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