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

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+ MAC.APP. 441/2015

NEW INDIA ASSURANCE CO LTD Appellant

Through: Mr. Ravinder Singh, Advocate

versus

MANOJ KUMAR & ORS Respondents

Through: Mr. S.N. Parashar, Advocate

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+ MAC.APP. 660/2016

MANOJ KUMAR Appellant

Through: Mr. S.N. Parashar, Advocate

versus

NEW INDIA ASS CO LTD & ORS Respondents

Through: Mr. Ravinder Singh, Advocate

CORAM:

HON'BLE MR. JUSTICE J.R. MIDHA

ORDER

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19.07.2017

1. New India Assurance Company Limited has deposited a sum of Rs.9,41,453/- (after deducting TDS amount of Rs.58,471/-) with UCO Bank, Delhi High Court Branch in terms of the judgment dated 8th May, 2017.
2. UCO Bank, Delhi High Court Branch have sent a letter dated 14th July, 2017 pointing out that the two FDRs bearing nos.15530310577592 and 15530310577608 for Rs.95,110/- each mentioned at serial nos.9 and 10 in para 14 of the judgment dated 8th May, 2017 have already been discharged in terms of the orders of this Court and the total of the 10 FDRs is Rs.15,08,622/-. As such, there is a shortfall to the tune of Rs.91,378/- for compliance of paras 15(i) and (ii) of the judgment dated 8th May, 2017.

3. Paras 14 and 15 of the judgment dated 8th May, 2017 are corrected. The corrected paras 14 and 15 of the judgment dated 8th May, 2017 shall read as under:

“14. As per the report of UCO Bank, Delhi High Court Branch, the balance amount is lying in 12 FDRs with UCO Bank. The details of the 12 FDRs are as under:-

<i>S.No.</i>	<i>FDR No.</i>	<i>FDR Amount (Rs.)</i>
<i>1.</i>	<i>15530310577509</i>	<i>Rs.95,110/</i>
<i>2.</i>	<i>15530310577523</i>	<i>Rs.95,110/</i>
<i>3.</i>	<i>15530310577530</i>	<i>Rs.95,110/</i>
<i>4.</i>	<i>15530310577547</i>	<i>Rs.95,110/</i>
<i>5.</i>	<i>15530310577554</i>	<i>Rs.95,110/</i>
<i>6.</i>	<i>15530310577561</i>	<i>Rs.95,110/</i>
<i>7.</i>	<i>15530310577578</i>	<i>Rs.95,110/</i>
<i>8.</i>	<i>15530310577585</i>	<i>Rs.95,110/</i>
<i>9.</i>	<i>15530310673690</i>	<i>Rs.91,720/</i>
<i>10.</i>		<i>Rs.6,56,022/</i>
<i>TOTAL</i>		<i>Rs.15,08,622/-</i>

15. UCO Bank, Delhi High Court Branch is directed to re-schedule the abovementioned 12 FDRs in the following manner:

(i) UCO Bank, Delhi High Court shall keep Rs.12,00,000/- in 120 FDRs of Rs.10,000/- each along with cumulative interest in the name of Manoj Kumar for the period of 1 month to 120 months respectively.

(ii) UCO Bank, Delhi High Court Branch shall keep a sum of Rs.3,00,000/- in FDR with cumulative interest in the name of Registrar General of this Court for being utilised for disbursement to M/s Endolite India Limited at the time of replacement of the artificial limb in a phased manner. Upon application being filed by the injured, Manoj Kumar, the Registrar General shall release such amount as would be required from time to time of the replacement directly to M/s Endolite India Limited.

(iii) The balance amount, after keeping Rs. 15,00,000/- in FDRs, be released to Manoj Kumar by transferring the same to his savings bank account No.0798000102286212 in Punjab National Bank, Kalwari Branch, District Basti, Uttar Pradesh – 272301. (IFSC : PUNB0079800).

(iv) The maturity amounts of the FDRs shall be credited in the

savings bank account of the Manoj Kumar No.0798000102286212 in Punjab National Bank, Kalwari Branch, District Basti, Uttar Pradesh – 272301. (IFSC : PUNB0079800).

(v) 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 Manoj Kumar.

(vi) No cheque book or debit card be issued to the Manoj Kumar without permission of this Court. However, in case, the debit card and/or cheque book have already been issued, the Punjab National Bank, Kalwari Branch, District Basti, Uttar Pradesh shall cancel the debit card and/or cheque book.

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

(viii) Punjab National Bank, Kalwari Branch, District Basti, Uttar Pradesh shall ensure that the savings bank account of Manoj Kumar is an individual account and not joint account.

(ix) Respondent No.1 is at liberty to approach this Court for release of some FDRs in case of any financial exigency.”

4. With respect to Rs.9,41,453/- deposited by New India Assurance Company, UCO Bank, Delhi High Court Branch is directed to keep Rs.7,50,000/- in 2 FDRs for Rs.4,00,000/- and Rs.3,50,000/- in the name of Manoj Kumar for a period of ten years. The balance amount, after keeping Rs.7,50,000/- in the FDRs, be released to Manoj Kumar by transferring the same to his savings bank A/c No.0798000102286212 with Punjab National Bank, Kalwari Branch, District Basti, Uttar Pradesh – 272301 (IFSC : PUNB0079800).

5. The monthly interest on the aforesaid two FDRs be credited to the aforesaid savings bank account of Manoj Kumar with Punjab National Bank, Kalwari Branch, District Basti.

6. 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 Manoj Kumar.

7. No loan or advance or pre-mature discharge shall be permitted

without the permission of this Court.

8. Liberty is given to Manoj Kumar to approach this Court for pre-mature discharge of the FDR for Rs.3,50,000/- whenever his marriage is fixed.

9. Upon maturity, UCO Bank, Delhi High Court Branch shall keep the principal amount of the two FDRs in 75 FDRs of Rs.10,000/- each for the period 1 month to 75 months with cumulative interest in the name of Manoj Kumar. In the event of pre-mature discharge of FDR of Rs.3,50,000/- at the time of marriage of Manoj Kumar, the UCO Bank shall keep the maturity amount of second FDR for Rs.4,00,000/- in 40 FDRs of Rs.10,000/- each for the period 1 month to 40 months with cumulative interest in the name of Manoj Kumar.

10. With respect to the computation of interest and the deduction of TDS, list on 20th July, 2017.

11. Mr. Asheesh Jain, learned senior standing counsel for Income Tax Department shall assist this Court in this matter with respect to the deduction of the TDS.

12. Copy of this order be given *dasti* to counsel for the parties under the signature of the Court Master.

J.R. MIDHA, J.

JULY 19, 2017

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