IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CR No.656 of 2020
Date of decision : 30.1.2020

Balwan ......**Petitioner**

Vs.

The New India Assurance Company Ltd. and others ......**Respondents**

Coram: HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present : Mr. Parveen Kumar, Advocate, for the petitioner

Rajbir Sehrawat, J. (Oral)

This petition has been filed under Article 227 of the Constitution of India seeking quashing of the order dated 23.10.2019, passed by the Motor Accidents Claims Tribunal, Kaithal (for short 'the Tribunal'), vide which the application filed by the petitioner for releasing the compensation amount of Rs.4,19,665, lying in fixed deposit, was dismissed.

Learned counsel for the petitioner has submitted that the claim petition was filed by the petitioner on account of injuries suffered by him. The total amount of compensation of Rs.4,18,253/-was awarded by the Tribunal. However, the entire amount was ordered to be deposited in the FDR for a period of 2 years. No amount was ordered to be paid to the petitioner; despite the fact that he had incurred heavy expenses on treatment of the injuries suffered by him in the accident. Now even more than one year has passed and the FDR is with the bank. However, the petitioner needs the said money for his personal requirements, including the expenses for constructing the house.

Having heard learned counsel for the petitioner and having perused the file, this Court finds substance in the argument of learned counsel for the petitioner. It is not even disputed that the FDR was created out of the amount of compensation awarded to the petitioner due to the injuries suffered by him in the accident. It is clear that the petitioner had incurred heavy expenditure on his treatment. This would obviously drain out the funds from the petitioner. Hence, the submissions of the petitioner that he is in need of the money, cannot be said to be entirely unjustified.

The Court below has declined the encashment of the FDR only on the ground that the requirement of the petitioner is not genuine. As a reason for the same, the Tribunal has mentioned that a site plan of the house, which the petitioner claims to construct, is not produced before the Court. However, mere fact that the petitioner might not have been able to produce the site plan cannot be sufficient to assume that the petitioner was not to construct his house. It has come on record that the petitioner is residing in a rented accommodation. He has also asserted that he is having a plot for constructing his house. Therefore, it is for the petitioner to decide the time and the scheme of the construction of his house, if at all, he so desires. But the very fact that he had to spend lot of money on his treatment, as well as, the fact that he is residing in a rented accommodation would be sufficient to justify his assertion that he needs the money for construction of his house. Hence, it would not be unjustified if the petitioner is permitted to encash the FDR.

In view of the above, the present petition is allowed and the impugned order dated 23.10.2019 is set aside. The petitioner is granted permission to encash the FDR; mentioned in the order and the award passed by the Tribunal. The concerned bank is directed to release the amount of the FDR in favour of the petitioner, as and when he so applies.

(RAJBIR SEHRAWAT)
JUDGE

30.1.2020
Ashwani

Speaking/Reasoned : Yes/No
Reportable : Yes/No