07.03.2022
Item No.40
Ct. No.7
CHC
(disposed of)

F.M.A.1056 of 2021
IA NO: CAN/1/2018 (Old No: CAN/2833/2018)
(Physical Hearing)

Sudipta Sarkar
Vs.
National Insurance Company Limited & anr.

Mr. Amit Ranjan Roy
...for the appellant/claimant

Mr. Afroze Alam
...for the respondent no.1/
Insurance Company

Learned advocate for both the parties are ad idem on the point that the instant appeal may be disposed of giving a go by to the technicalities involved in the process.

It is submitted by Mr. Amit Ranjan Roy, learned advocate for the appellant/claimant that the appeal is only on the point of interest under Section 171 of the M.V. Act 1988, and urges the Court for disposing of the appeal on the basis of materials furnished by both the parties to the case, which is not opposed by the learned advocate representing the Insurance Company/respondent no.1.

When learned advocates for both the parties are agreeable to the expeditious disposal of the instant appeal, the Court should not stand in the way.

The instant appeal has emerged out against the judgement and award dated 12th day of January, 2018, passed by learned Judge, Motor Accident Claim Tribunal & Additional District & Sessions Judge, Fast Track 3rd Court, Midnapore, Paschim Midinipur, in Motor Accident Claim Case No.1370 of 2003, on a claim case under Section 166 of the Motor Vehicles Act, 1988, granting award to the tune of Rs.4,04,940/- to the injured victim Sudipta Sarkar, aged about 29 years, for a vehicular accident, occurred on 31st July, 2003 by reason of involvement of vehicle bearing No.WB-33/9113 in consequence of rash and negligent driving.

The solitary point raised in this appeal pertains to erroneous grant of interest to the award ignoring the position of law, laid down in Section 171 of the M.V. Act.

Mr. Amit Ranjan Roy, learned advocate representing the appellant/claimant submits that the claimant is entitled to interest from the date of filing of claim case. However, the learned Tribunal has erroneously awarded interest to the claimant, only from the date of filing of the deficit court fees i.e. 6th February, 2012 thereby leading to inadequate quantification of the award, which can hardly be regarded to be just and proper.

Mr. Alam, learned advocate appearing on behalf of the Insurance Company/respondent no.1 argues that there lies nothing to be interfered with in this appeal, and as such, there is no scope for making any interference by this Court. He strongly opposes the case made out by the appellant.

According to Mr. Alam, the grant of interest as laid down in Section 171 of the M.V. Act, is always discretionary and varies from case to case, which should not be straight jacketed in the manner, as proposed by Mr. Roy.

Facts leading to the injury of the victim in the above accident are not at all disputed.

Having considered the submissions of both sides, and bearing in mind the position of law, the Court is of the view that there is strong force in the submission advanced by learned advocate for the appellant/claimant.

Upon perusal of the impugned judgement, it appears that on 6th February, 2012, the claimant deposited deficit court fees at belated stage.

Since there was delay in depositing the deficit court fees, the learned Tribunal proceeded to grant interest in application of Section 171 of the M.V. Act from 6th February, 2012.

In view of the provisions of law incorporated in Section 171 of the M.V. Act, the interest component should have been considered from the date of filing of claim application, which according to appellant/claimant, it is 6th November, 2003, the day when the claim application was filed before the learned Tribunal.

Since the claimant/appellant has not been given interest in terms of the provisions laid down in Section 171 of the M.V. Act, the claimant is found entitled to 6% interest from the date of filing of the claim case, and not from the date of filing of the deficit court fees, as erroneously given in this case.

The appellant/claimant acknowledges the receipt of the entire awarded amount of Rs.4,04,940/- along with interest as directed by the learned Tribunal. Insurance Company/respondent no.1 would ensure calculation, and pay interest on the principal awarded amount of Rs.4,04,940/- from the date of filing of claim application till the date of filing of deficit fees i.e. 6th February, 2012, at the rate of 6% interest per annum within a period of 45 days from the date of receipt of the bank account particulars of the appellant/claimant.

Learned advocate for the appellant/claimant will forward the bank account details of the appellant within three weeks from date to learned advocate for the Insurance Company/respondent no.1. The payment is to be made in the same manner decided by the learned Tribunal. The payment should be made by the Insurance Company directly to the bank account of the claimant/appellant through NEFT/RTGS.

With the aforesaid directions, the instant appeal is disposed of.

In view of the disposal of this appeal, connected applications, if any, are also disposed of.

The concerned department is directed to tag the applications, if any, with the main appeal.

There shall be no order as to costs.

L.C.R., if any, may be returned back to the court below, if received in the meantime.

Urgent photostat certified copy of this order, if applied for, be given to the parties, upon compliance of all formalities, on priority basis.

(Subhasis Dasgupta, J.)