

# Geeta Devi vs Union Of India on 22 February, 2019

**Author: J.R. Midha**

**Bench: J.R. Midha**

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\* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ FAO 22/2015 & CM APPL. 4501/2015

GEETA DEVI

..... Appellant

Through:

versus

UNION OF INDIA

Through:

..... Respondent

Mr.Joydeep Mazumdar and

Ms.Priyata Chakraborty, Advocates  
for Railways

Mr.Brijesh Kumar Shukla,

Ms.Neelam Shukla, Mr.Ashok Kumar

Singh and Ms.Sujata Dubey,

Advocates for RCT and Railways

Mr. Lalit Bhasin, Advocate for Indian  
Bank Association

ACP Mahender Kumar, Inspector

Naresh Kr. SHO/ D. Cantt and SI

Yaspal Singh SI/Dar from GRP

Railway

CORAM:

HON'BLE MR. JUSTICE J.R. MIDHA

ORDER

% 22.02.2019

1. Vide order dated 21st April, 2017, this Court directed the Railway Claim Tribunals to examine the claimants with respect to their financial status and financial needs and thereafter, release some amount to the claimants and keep the balance amount in annual fixed deposits in a phased manner depending upon the financial status and financial needs of the claimants. Relevant portion of the order dated 21st April, 2017 is reproduced hereunder:

"2. Vide order dated 5th October, 2015, this Court suggested the Railways Claims Tribunals to examine the claimants with respect to their financial status and financial needs and thereafter, release some amount to the claimants and keep the balance amount in annual fixed deposits in a phased manner depending upon the financial status and financial needs of the claimants.

3. On reconsideration, this court is of the view it would be more beneficial to the claimants to keep the award amount in monthly FDR's with cumulative interest instead of annual FDR's with monthly interest. For example, in a case where award amount is Rs.5,50,000/- and the monthly expenditure of the claimant is Rs.5,000/- per month, the Railway Claims Tribunal may release Rs.50,000/- and the balance Rs.5,00,000/- be kept in 100 FDR for Rs.5,000/- each for the period 1 to 100 months with cumulative interest. On the other hand, if the monthly expenditure of the claimant is Rs.10,000/- then Rs.5,00,000/- can be kept in 50 FDRs of Rs.10,000/- each or the period 1 to 50 months with cumulative interest. The table containing the computation of maturity amount by UCO Bank, Delhi High Court Branch on 100 FDRs for Rs.5,000/- each for one month to 100 months is attached to this order as Annexure - A and the table containing the computation of maturity amount by UCO Bank, Delhi High Court Branch on 50 FDRs for Rs.10,000/- each for one month to 50 months is attached to this order as Annexure - B.

4. The benefit of such disbursement would be that the maturity amount of FDRs keeps on increasing every month whereas in case of annual FDR's with monthly interest, the monthly interest amount keeps on decreasing every month. The gradual increase of the maturity amount every month shall take care of the inflation as well as the growing needs of the claimants.

5. In death cases, the family members of the deceased would have received a portion of the income of the deceased every month and not a lump sum amount at any point of time. The purpose of awarding compensation is to put the family members of the deceased in the same financial position. As such, it would be appropriate to ensure that the family members get reasonable amount of compensation every month like they would have received, if the deceased had been alive."

2. In *Rajesh Tyagi v. Jaibir Singh*, FAO 842/2003, this Court vide order dated 15th December, 2017 issued notice to Indian Banks Association to formulate a special scheme for disbursement of the compensation amount to the victims of road accidents.

3. On 18th April, 2018, the working group of Indian Bank Association, in pursuance to the aforesaid directions, finalized a Scheme named Motor Accident Claims Tribunal Annuity Deposit (MACAD Scheme) for disbursement of the compensation amount to the victims of road accidents. The Motor Accident Claims Tribunal Annuity Deposit (MACAD) Scheme is reproduced herein below:-

**MOTOR ACCIDENT CLAIMS ANNUITY DEPOSIT (MACAD) SCHEME** S. No.  
Scheme Features Particulars/Details  
1 Purpose One time lump sum amount, as decided by the Court / Tribunal, deposited to receive the same in Equated Monthly Instalments (EMIs), comprising a part of the principal amount as well as interest.  
2 Eligibility Individuals including Minors through guardian in single name.

3 Mode of Holding Singly 4 Type of account Motor Accident Claims Annuity (Term) Deposit Account (MACAD) 5 Deposit Amount i. Maximum: No Limit ii. Minimum - Based on minimum monthly annuity Rs. 1,000/- for the relevant period.

6 Tenure i. 36 to 120 months ii. In case the period is less than 36 months, normal FD will be opened.

iii. MACAD for longer period (more than 120 months) will be looked as per direction of the Court.

7 Rate of interest Prevailing rate of interest as per Tenure. 8 Receipts/Advices i. No Receipts will be issued to depositors.

ii. Passbook will be issued for MACAD 9 Loan Facility No loan or advances shall be allowed. 10 Nomination facility i. Available.

ii. MACAD shall be duly nominated as directed by the court.

11 Premature Payment i. Premature closure or part lump sum payment of MACAD during the life of the claimant will be made with permission of the court.

However, if permitted, the annuity part will be reissued for balance tenure and amount, if any, with change in annuity amount.

ii.

Premature closure penalty will not be charged.

iii. In case of death of the claimant, payment to be given to the nominee. The nominee has an option to continue with the annuity or seek pre-closure.

12 Tax deduction at source i. Interest payment is subject to TDS as per Income Tax Rules. Form 15G/15H can be submitted by the Depositor to get exemption from the Tax deduction.

ii. The annuity amount on monthly basis net of TDS, will be credited to the MACT Savings Bank account.

MACT CLAIMS SB ACCOUNT	
Features	Particulars / Details
Eligibility	Individuals including Minors (through guardian) in single name.
Minimum/Maximum Balance	Not applicable
Requirement	
Cheque book / Debit Card / ATM Card / Welcome Kit/ Internet Banking /	i. By default, these facilities are not available in this product. ii. However, in case these facilities have already been issued, the court shall direct the bank to cancel the same before the disbursement of the award amount.

Mobile facility	Banking iii. The bank shall make an endorsement on the passbook of the claimant(s) to the effect that no cheque book and/or
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debit card have been issued and shall not be issued without the permission of the Court.

Operations in the i. Only single operation. account ii. In case of Minor accounts, the operation will be through guardian.

Withdrawals Only through Withdrawal Forms or through Bio-Metric authentication.

Product change	Not permitted
Place of Opening	Only at the Branch near to the place of residence of Claimant (as directed by the Court).
Account Transfer	Not allowed
Nomination	Available
Passbook	Available
Rate of Interest	As applicable to Regular SB accounts
Statement by e-mail	Available

P.S.:- Any other terms and conditions of SB account in Bank are applicable.

4. On 01st May, 2018, this Court approved the MACAD Scheme and directed the Banks to implement the said Scheme within a period of six weeks. Relevant portion of the order dated 1st May, 2018 in Rajesh Tyagi (supra) is reproduced hereunder:

"Mr. Lalit Bhasin, learned counsel for Indian Bank Association has handed over the copy of the minutes of meeting of the working group held on 18th April, 2018 which is taken on record. As per the said minutes, the working group has finalized the Scheme named as Motor Accident Claims Tribunal Annuity Deposit (MACAD) to implement the directions of this Court. The Motor Accident Claims Tribunal Annuity Deposit (MACAD) Scheme recorded in the minutes of meeting is approved. Let the same be implemented within a period of six weeks from today. The Banks shall develop a software/system as well as other operative documents to implement the Scheme in its true letter and spirit and the same be placed before this Court on the next date of hearing."

5. Vide order dated 07th December, 2018 in FAO 842/2003 titled 'Rajesh Tyagi v. Jaibir Singh', this Court incorporated the MACAD Scheme in the Modified Claims Tribunal Agreed Procedure.

6. The following 21 banks have implemented MACAD Scheme approved by this Court:

- (i) State Bank of India
- (ii) Punjab National Bank
- (iii) UCO Bank
- (iv) Bank of Baroda
- (v) Allahabad Bank
- (vi) Oriental Bank of Commerce

- (vii) IDBI Bank
- (viii) Indian Overseas Bank
- (ix) Andhra Bank
- (x) Bank of India
- (xi) Punjab & Sind Bank
- (xii) Bank of Maharashtra
- (xiii) Canara Bank
- (xiv) Central Bank of India
- (xv) Syndicate Bank
- (xvi) Corporation Bank
- (xvii) Dena Bank
- (xviii) Union Bank of India
- (xix) United Bank of India
- (xx) Indian Bank
- (xxi) Vijaya Bank

7. This Court is of the view that the compensation awarded to the victims of untoward incidents of Railways need similar protection as being given to victims of road accidents under the MACAD Scheme. In that view of the matter, the MACAD Scheme is extended to the victims of the untoward incidents of Railways and all the aforesaid 21 banks are directed to extend the MACAD Scheme to the victims of the untoward incidents of Railways.

8. The order dated 21st April, 2017 is modified and all the Railway Claim Tribunals are directed to disburse the award amount to the claimants through MACAD Scheme formulated by this Court in Rajesh Tyagi (supra). The Railway Claim Tribunals shall send the copy of the disbursement order by e-mail to the Nodal Officer of the concerned bank who shall ensure the disbursement of the compensation amount by the concerned bank within three weeks of the receipt of the e-mail. The particulars of the Nodal Officers of 21 banks is as under:

S.No. Name of Name & Contact Details Other details Bank Designation of the Nodal Officer

1. Allahabad Mr. Amit 08828072878 Allahabad Bank, 14 Bank Chaudhari  
amit.chaudhari@allahabadbank.in India Exchange Place, Asst. 3rd Floor, Kolkata-

		General Manager		700001
2.	Andhra Bank	Mr. Shaik Hussain, Deputy General Manager	040-23252362/23252357/ 040- 23210735 eco@andhrabank.co.in shaikhussain@andhrabank.co.in	5-9-11, Pattabhi Bh Head Office, Andhra Bank, Saifabad, Hyderabad 500004
3.	Bank of Baroda	Mr. Vikas Tiwari	09702012382 vikas.tiwari@bankofbaroda.co.in	Liabilities & Depos Mobilisation, Bank

Baroda, 8th

4.	Bank of India	Mr. Manmohan Singh Sikka, Asst. General Manager	0896894689/022-66684529 Sikka.Manmohan@bankofindia.co.in Headoffice.Retail@bankofindia.co.in
5.	Bank of Maharashtra	Mr. Abhishek Dubey, Senior Manager	020-25614215/07000976349 dgmpln@mahabank.co.in
6.	Canara Bank	Mr. Anant Jalonha, Assistant General Manager	080-22130046/ 22110556 anantjalonha@canarabank.com
7.	Central Bank of India	Mr. R.S. Raman, Asst. General Manager	022-22617896/09962024300 lawoper@centralbank.co.in agmoper@centralbank.co.in
8.	Corporation Bank	Mr. Sunil Kumar Jadli, Assistant General Manager	09148790189/0824-2861350 skjadli@corpbank.co.in
9.	Dena Bank	Mr. V K Sardana, Asst. General Manager	022 26545362 sardanavk@denabank.co.in
10.	IDBI Bank Ltd	Mr. Darsh Mehta	022-66552424 idbicspd@idbi.co.in
11.	Indian Bank	Ms. D Uma, Chief Manager	044-28134508/09884543083 hodevelopment@indianbank.co.in uma.d@indianbank.co.in
12.	Indian Overseas Bank	Mr. Shameer. S, Chief Manager	044-28519635 shameers@iobnet.co.in

Baroda Sun To  
Bank of Barod  
Kurla Complex  
(East) Mumbai  
Bank of India  
House 1, Reso  
Mobilisation  
C-5 G Block,  
Kurla Complex  
Mumbai-400051  
Planning Dept  
Maharashtra,  
Office, Lokma  
1501, Shivaji  
Pune-411005  
Retail Liabil  
Section, Mark  
Retail Resour  
HO Annexe, 11  
Jeevan Prakas  
J.C. Road, Be  
560002  
Operations De  
Central Offic  
Bank of India  
MMO Building,  
Mumbai High C  
M.G. Road, Fo  
Mumbai-400023  
Resources Mob  
Division, Hea  
Corporation B  
Mangaladevi T  
Road, Mangalo  
Karnataka.  
Resource Mobi  
Dept., 3rd FL  
Corporate Cen  
G Block, Band  
Complex, Band  
Mumbai 400051  
CSP Dept., ID  
IDBI Tower, W  
Complex, Cuff  
Mumbai-400005  
Corporate Off  
260, Avvai, S  
Salai Royapet  
Chennai-60001  
Planning Dept  
Office, India  
Bank, Plannin  
Central Offic

13.	Oriental Bank of India	Mr.Praveen Guglani, Deputy General Manager	9599958489/0124-4126957 pguglani@obc.co.in	
14.	Punjab & Sind Bank	Mr.S. Sagarjeet Singh, Senior Regional Manager	7042101057 sagarjeetsingh10@gmail.com	
15.	Punjab National Bank	Mr.Sujit Kumar Negi, Chief Manager	011-28044516 rbd@pnb.co.in, negi_sujit@pnb.co.in	Corporate Office, Banking Division, Floor, East Wing, No.4, Sector-10, Dwarka, New Delhi 110075
16.	State Bank of India	Mr.Rajan Singh, Assistant General Manager	022-22741336/9414048606 agmlimal@sbi.co.in	Personal Banking Business Unit (LI 13th Floor, State Bhawan, Madame Ca Road, Nariman Poi Mumbai-400021
17.	Syndicate Bank	Ms. Celine Santiago, Asst. Gen. Manager	011-23381435/09968309298 Ro2@syndicatebank.co.in	Syndicate Bank, Regional Office-I Sarojini House, 6 Bhagawandas Road, New Delhi
18.	UCO Bank	Mr. A K Jain, Asst. General Manager	033-44559091/44557328 Hopdev.calcutta@ucobank.co.in	Strategic Plannin Head Office, UCO Bank, 2nd Floor, BTM Sarani, Kolka 700001
19.	Union Bank of India	Mr. Rajat Panda, Chief Manager	022-22896656 Rajat.panda@unionbankofindia.com	PBOD, Central Off 239, Vidhan Bhava Marg, Nariman Poi Mumbai-400001
20.	United Bank of India	Mr.Mushque Raza, Asst. General Manager	9874069766/ (033) 22482471 agmretail@unitedbank.co.in	United Bank of In United Tower, 11, Hemanta Basu Sara Kolkata - 700 001
21.	Vijaya Bank	Mr. Venkatesh Setty Y, Deputy General Manager	080-25584215/09810547582 venkateshsettyy@vijayabank.co.in	Planning & Development Department, 7th F Vijaya Bank, Head Office, 41/2, Tri Circle, Bangalore 560001

9. The Claimant(s) shall open savings bank account near the place of their permanent residence in a nationalized bank and furnish the same in the application for compensation. The Claimant(s) shall open a savings bank account in a bank near the place of their permanent residence and the particulars in column 13A of original application in the event of an award, the concerned bank be directed to not issue any cheque book(s) and/or debit card(s) to the Claimant(s) and if the same have already been issued, the bank be directed to cancel the same and make an endorsement on the passbook of the Claimant(s) to the effect that no cheque book and/or debit card shall be issued to the Claimant(s) without the permission of Railway Claim Tribunals/ the Court. The Claimant(s) be directed to produce the copy of the order passed by the Railway Claim Tribunals before the concerned bank whereupon the bank be directed to make an endorsement on the passbook. The Claimant(s) be directed to produce the passbook with the necessary endorsement as well as Aadhaar Card, PAN Card or any other appropriate ID card before the Railway Claim Tribunals.

10. Examination of the Claimant(s) before passing of the award

(i) The Railway Claim Tribunals shall, before or at the time of passing of the award, examine the Claimant(s) to ascertain their financial condition/ needs, mode of disbursement and amount to be kept in fixed deposit.

(ii) The Railway Claim Tribunals shall take on record the following documents from the Claimant(s):

(a) Aadhaar Card and PAN Card or any other appropriate ID card;

(b) Details of the Bank Account(s) of the Claimant(s) near the place of their residence; and

(c) Two sets of photographs and specimen signatures of the Claimant(s).

(iii) Before disbursement of the award amount, the Railway Claim Tribunals shall satisfy that the savings bank account(s) of the Claimant(s) is near the place of their permanent residence and an endorsement has been made by the bank on the passbook of the Claimant(s) to the effect that no cheque book(s) and/or debit card(s) shall be issued to the Claimant(s) without prior permission of Railway Claim Tribunals. If the Claimant(s) bank account is not near the place of their permanent residence, Railway Claim Tribunals shall defer the disbursement of award amount till passbook(s) of savings bank account(s) of the Claimant(s) in a bank near the place of their permanent residence is not produced along with necessary endorsement.

11. Deposit of the award amount The Railway Claim Tribunals shall direct the Railways to deposit the amount awarded with the Registry, Railway Claim Tribunals within a period of 90 days from the date of communication of the award. At the time of passing the award, the Railway Claim Tribunals



shall examine whether the Claimant(s) are entitled to exemption of deduction of TDS and if so, the Claimant(s) shall submit Form 15G or Form 15H (for senior citizen) to the Presenting Officer of the Railways so that no TDS is deducted.

12. Protection of the award amount The Railway Claim Tribunals shall, depending upon the financial status and financial need of the Claimant(s), release such amount as may be considered necessary and direct the remaining amount to be kept in fixed deposits in a phased manner (for example, if a sum of Rs. 5,50,000/- has been awarded to the Claimant(s), Rs. 50,000/- may be released immediately and the remaining amount of Rs. 5,00,000/- may be kept in 50 fixed deposits of Rs. 10,000/- each, in the name of the Claimant(s), for the period of one month to 50 months respectively, with cumulative interest). The Railway Claim Tribunals shall impose the following conditions with respect to the fixed deposits:-

(a) The Bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the Claimant(s) i.e. the savings bank account(s) of the Claimant(s) shall be an individual savings bank account(s) and not a joint account(s).

(b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by bank to the Claimant(s).

(c) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the Claimant(s) near the place of their residence.

(d) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(e) The concerned bank shall not to issue any cheque book and/or debit card to Claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall debit card(s) freeze the account of the Claimant(s) so that no debit card be issued in respect of the account of the Claimant(s) from any other branch of the bank.

(f) The bank shall make an endorsement on the passbook of the Claimant(s) to the effect that no cheque book and/or debit card have been issued and shall not issued without the permission of the Court and Claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.

(g) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the Claimant(s) is sufficient compliance of clause (g) above.

(h) The Claimants are at liberty to approach this Court for release of further amount in case of any financial exigency.

13. The Railway Claims Tribunals shall fix a date for reporting compliance

(i) The Railway Claim Tribunals shall fix a date for reporting compliance, preferably within 90 days in the award itself.

(ii) The Railway shall place on record proof of deposit of the award amount with up to date interest along with a calculation sheet.

(iii) Upon such proof being filed, Railway Claim Tribunals shall ensure that the interest up to the date of notice of deposit has been deposited by the party concerned.

14. List for further directions on 05th April, 2019 at 02:30 PM.

15. Mr. Lalit Bhasin, learned counsel for Indian Banks Association shall communicate this order to the Indian Banks Association who in turn to communicate this order to 21 banks for compliance.

16. Copy of this order be sent to Principal Bench of Railway Claims Tribunal for circulation to its Benches.

17. Copy of this order be given dasti to counsel for the parties as well as to Mr. Lalit Bhasin, Advocate for Indian Bank Association under signatures of Court Master

18. Mr. Joydeep Mazumdar, Advocate for Railways shall communicate this order to the Railway as well as the Railway Claims Tribunals.

J.R. MIDHA, J.

FEBRUARY 22, 2019/ds