BEFORE THE LOK ADALAT AT GUNTUR

(For the settlement of Railway Claims before RCT, Amaravati Bench)

**Lok Adalat Members Present:**

**Shri Gyan Prakash Tewari - Hon'ble Member Judicial.**
**Shri G. John Prasad - Hon'ble Member Technical.**

**OA II (U) No.24 of 2020.**

1. KURAMDASU VENKATALAXMI, W/o Late K. Ramana, Aged 33 years.
2. KURAMDASU SIRISHA, D/o Late K. Ramana, Aged 15 years.
3. KURAMDASU BHANUMATHI, D/o Late K. Ramana, Aged 10 years,
   (The Applicant Nos. 2 & 3 being Minors Rep. by their Mother, Natural Guardian and Applicant No.1)

All are R/o. Ramayyapatnam Village,
S. Rayavaram Mandal,
Pedagummuluru Post, Visakhapatnam District,
Andhra Pradesh – 531 083. ... Applicants

**Versus**

Union of India Represented by
General Manager,
South Central Railway,
Secunderabad. ... Respondent

**ORDER PASSED BY THE LOK ADALAT IN TERMS OF THE SETTLEMENT ARRIVED AT BETWEEN THE PARTIES**

There shall be an award of Rs.8,00,000/- (Rupees Eight Lakhs only) with interest @ 4% per annum from the date of the incident till the date of this Order.

The amount shall be apportioned as under:-

| Name of the Applicant(s) | Relationship with deceased | Age as on the date of OA | Amount (Rs.) | Cash Portion (Rs.) | As Fixed Deposit (Rs.) |
|---|---|---|---|---|---|
| KURAMDASU VENKATALAXMI | Wife | 33 years | 6,00,000/- | 60,000/- | 5,40,000/- |
| KURAMDASU SIRISHA | Daughter | 15 years | 1,00,000/- | 10,000/- | 90,000/- |
| KURAMDASU BHANUMATHI | Daughter | 10 years | 1,00,000/- | -- | 1,00,000/- |

It is requested by the Counsel for Applicants that Applicant No.2 (KURAMDASU SIRISHA D/o. K. Ramana) was 15 years old at the time of filing of Claim Application and she has now become major. Hence, guardianship of Applicant No.1 may kindly be discharged. From the perusal of the Aadhaar Card of Applicant No.2 annexed with OA, it is found that she has become major. On the request of Counsel for Applicants, Applicant No.1 is discharged from the guardianship of Applicant No.2 as the case is going to be decided today in Lok Adalat.

1. Fixed Deposit portion shall be as per guidelines given below:-

   i) Applicant No.1 – Rs.5,40,000/- shall be kept in 54 fixed deposits of Rs.10,000/- each for the period of one month to 54 months respectively, with cumulative interest. The maturity amounts of the FDR(s) be credited by ECS in the savings bank account of the Applicant No.1 near the place of her residence.

   ii) Applicant No.2 – Rs.90,000/- shall be kept in 09 fixed deposits of Rs.10,000/- each for the period of one month to 09 months respectively, with cumulative interest. The maturity amounts of the FDR(s) be credited by ECS in the savings bank account of the Applicant No.2 near the place of her residence.

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ii) Applicant Nos.3 – Rs.1,00,000/- shall be kept in fixed deposit till the attainment of majority with liberty to Applicant No.1 to withdraw quarterly interest of FD for maintenance of Applicant Nos. 3. On attainment of majority of applicant No. 3, bank shall deposit the matured amount along with interest, if any, directly into the bank account of Applicant No. 3 without approaching the Tribunal.

2. The interest amount accrued from the date of incident till the date of this order, if any, shall be paid directly into the account of the applicant(s) in the same proportion as the compensation.

3. Respondent is directed to pay the amount to the applicant(s) directly through Electronic Clearance System within 60 days from the date of submission of mandate form by the applicants, failing which the Applicant(s) shall be entitled to interest @ 7.5% p.a. from the date of this Order till the date of payment.

4. The applicant(s) shall furnish the details of his/her/their bank account(s) near the place of their residence to the Respondent within 15 days from the date of this Order.

5. The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit account(s) of the claimant(s). The savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s).

6. The original fixed deposit(s) shall be retained by the concerned 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 applicants.

7. No loan, advance, withdrawal or pre-mature discharge shall be allowed on the fixed deposit(s) without permission of the Tribunal.

8. The Bank shall not create any charge, mortgage, or hypothecation on the said amount.

9. Applicant(s) is/are allowed to withdraw quarterly interest accrued on termed fixed deposit(s).

10. On maturity of fixed deposit(s), applicant(s) is/are allowed to withdraw amount without approaching the Tribunal.

11. In case of minor applicant(s), when minor attains the age of majority, Bank authorities are authorized to release the amount on submission of documentary evidence without referring to the Tribunal.

**(G. John Prasad)**
**Member Technical**

**(Gyan Prakash Tewari)**
**Member Judicial**

Place : Guntur
Date : 25.07.2023.