

**BEFORE THE RAILWAY CLAIMS TRIBUNAL,
MUMBAI BENCH, MUMBAI**

CORAM: Shri. Rajeev Jain, Member (J)

RCT/Jaipur at Circuit Bench at RCT/Mumbai

Ms. Niva Singh, Member (T) RCT, Mumbai

Claim Application No: OA (II U) / MCC /0326 / 2019

Mubarak Ijaharul Hasan Sayed

Aged 55 years

(Father of the deceased)

Residing at: 39/19 4th floor, LIC Colony, Vinoba Bhave Nagar,

Kurla(W),Mumbai- 400 0070

... APPLICANTS

Versus

1. Union of India,

Through the General Manager,

Central Railway, C.S.M.T,

Mumbai.

2. Rabiya Khatub w/o Mubarak Sayed,

Aged 50 years

(Mother of the deceased)

... RESPONDENT

Appearances:

Mr. H.Hussain

:Advocate for Claimant

Ms. Nanda Kamble

:Advocate for Respondent

Date of Institution: 22.04.2019

Date of Judgement: 17.04.2026

**By Shri. Rajeev Jain, Member (J) RCT/Jaipur Circuit Bench at
RCT/Mumbai**

JUDGEMENT

1. This Claim Application is filed by the applicants under Section 16 of the Railway Claims Tribunal Act, 1987 read with Section 123 (c) (2) & Section 124 - A of the Railways Act, 1989 for compensation arising out of an

alleged untoward incident occurred on 17.03.2019 involving death of Faisal Mubarak Sayed, (herein after referred as the deceased). The Applicant claim that, being father of the deceased and the Respondent No. 2 is the mother of the deceased, they are the dependents of Faisal Mubarak Sayed.

The factual matrix of the matter in nut-shell is as below:

2. It is stated that, the deceased, Faisal Mubarak Sayed, was a resident of Kurla (West). It is alleged that, on 17.03.2019 between 03:45 P.M to 04:30 P.M, the deceased Faisal Mubarak Sayed along with his friends Nafees Ahmed Shaikh Harun Kamaluddin Ansari, Ujair Shaikh and Mohd Jishan Faruqui was travelling from Kurla to Dadar Railway Station by an unknown local train. When the said train reached between Kurla and Sion Railway station. due to rush and push by the co-passengers the deceased and his friend Harun Kamaluddin Ansari accidentally fell down from the train. Immediately he was taken to Rajawadi Hospital, Ghatkopar. Mumbai for medical treatment but he died before admission in the hospital. The Applicant produced valid 2nd Class Railway ticket bearing No. UFE 16691500 Ex Kurla to Chinchpokali railway station on record. It has been contented that the deceased was the bona fide passenger and died in an untoward incident occurred on 17.03.2019
3. In response to notice, Railway Authority appeared and opposed the claim In response to notice, Respondent – Railway Authority appeared and opposed the claim application. The respondent filed written statement and also produced on record the DRM's report accompanied with other relevant police papers marked as "R-1".

It has been contented in the DRM Report that

दिनांक 17.03.2019 को समय 16.15 बजे Dy.SS कुर्ला ने GRP/कुर्ला के HC 2626 जायभाय को मेमो जारी किया की सायन-कुर्ला रेल्वे स्टेशन के बीच Km No 14/14 के

पास एक अज्ञात व्यक्ति, अंदाजन उम्र 18 वर्ष, जख्मी हुआ है। जिसे प्राथमिक उपचार देकर अगले उपचार हेतु जीआरपी कुर्ला स्टाफ द्वारा स्ट्रेचर हमालो की मदद से अम्बुलेन्स द्वारा जख्मी व्यक्ति को इलाज हेतु राजावाड़ी अस्पताल लेकर गये। जहा पर ऑन ड्यूटी डॉक्टर ने उक्त जख्मी व्यक्ति को चेक अप कर समय 16.45 बजे मृत घोषित किया। ऑन ड्यूटी डॉक्टर द्वारा जारी Cause of Death Certificate तथा PM रिपोर्ट में Opinion "Death due to Head Injury with Polytrauma in a to Railway Accident (Unnatural)" दिया है। इस बाबत GRP/कुर्ला में दिनांक 18.03.2019 को समय 01.04 बजे ADR No 82/19, U/S 174 Cr.PC के तहत दर्ज किया गया। इस घटना बाबत जीआरपी कुर्ला द्वारा दिनांक 17.03.2019 को मरणोत्तर पंचनामा बनाया गया जिसमें उक्त जख्मी बाद मृत व्यक्ति किसी अज्ञात लोकल ट्रेन से गिरकर जख्मी बाद मृत होना दर्शाया गया है तथा अंगझडती में मृत व्यक्ति के पास टिकट होने बाबत नहीं दर्शाया गया है, परंतु जीआरपी द्वारा प्राप्त दस्तावेजों में रेलवे टिकट मिला जो सत्यापित कर संलग्न किया है। जीआरपी कुर्ला द्वारा मौके पर कोई घटनास्थल का पंचनामा नहीं किया गया। Dy.SS कुर्ला द्वारा जारी मेमो में भी उपरोक्त घटना बाबत कोई कारण नहीं बताया है।

उपरोक्त घटना बाबत Dy. SS कुर्ला द्वारा उक्त मेमो में घटना घटित होने के सम्बन्ध में कोई भी कारण नहीं दर्शाया गया है। मृतक व्यक्ति दिनांक 17.03.2019 को सांय 16.15 बजे सांय कुर्ला रेलवे स्टेशन के बीच KM No. 14/14 के पास जख्मी बाद मृत हुआ है। उपरोक्त घटना बाबत जीआरपी कुर्ला द्वारा बनाए गए मनोगत पंचनामा में पंचों तथा पुलिस द्वारा अभियोग में दर्शाया है कि उपरोक्त व्यक्ति किसी अज्ञात लोकल ट्रेन से गिरकर जख्मी बाद मृत हुआ है। मृत व्यक्ति के प्रत्यक्षदर्शी मित्र ने बयान में बताया है कि उसका मित्र ट्रेन के दरवाजे पर खड़े होकर यात्रा करते समय लोकल ट्रेन से गिरा है।

उपरोक्त घटना के बारे में जांच करने पर यह सिद्ध होता है कि जख्मी बाद मृत व्यक्ति घटनास्थल से नजदीक ही मिले दोस्त के साथ कुर्ला रेलवे स्टेशन के बीच KM No. 14/14 के पास सामान्य यात्रियों के लिए प्रतिबंधित क्षेत्र होने के बावजूद भी बहुत से लोग पटरी पार कर आवागमन करते हैं। उक्त घटना के बारे में कोई भी स्वतंत्र गवाह या ठोस सबूत नहीं है। उपरोक्त व्यक्ति भी उक्त घटनास्थल से पटरी पार करने समय

दुर्घटना का शिकार हुआ है। उपरोक्त घटना बाबत रेलवे प्रशासन की कोई गलती नहीं है, उक्त घटना को रेलवे प्रशासन जिम्मेदार नहीं है। यदि मृत व्यक्ति रेल प्रशासन द्वारा जारी किये गए नियमों का उल्लंघन नहीं करता तो दुर्घटना का शिकार नहीं होता। As such the Applicant cannot be compensated.

4. In view of pleadings of both parties, and relevant documents produced on record, this Tribunal framed the following issues on 04.08.2021 for just and proper adjudication of Claim Application on merit within ambit of law.

1. *Whether the deceased was travelling on valid railway ticket and was a Bonafide passenger of the train, in question, at the relevant time?*
2. *Whether the Applicants prove that the death of the deceased occurred as a result of an untoward incident as alleged in the Claims Application and the present case is covered under section 123 (c) (2) of Railway Act, 1989?*
3. *Whether the Applicants prove that they are the dependents of the deceased within the meaning under section 123 (b) of Railway Act, 1989 ?*
4. *To what Order/Relief?*

5. That, in order to establish the claim, the Applicant No. 1 Mubarak Ijharul Hasan Sayed, father of the deceased stepped into the witness-box and filed his Affidavit dated 21.06.2022 in lieu of his examination-in-chief on record marked as AW-1/1. He has produced the relevant documents comprising:

SN	Documents	Exhibit
1.	Police Report	A-1
2.	Statement of Mubarak I.H. Sayed	A-2
3.	Statement of Nafees Ahmed Hafij	A-3
4.	Statement of Mohammad Jishan Faruqui	A-4
5.	Inquest Panchnama	A-5
6.	S.M Memo	A-6
7.	Cause of Death Certificate	A-7

8.	Original Railway Ticket	A-8
9.	PAN card of deceased Sayed Faisal	A-9
10.	School marksheet of Sayed Faisal	A-10
11.	Aadhar card of Mubarak	A-11
12.	Aadhar card of Rabiya	A-12

6. The Applicant No. 1 Mubarak Ijharul Hasan Sayed has averred in his affidavit dated 21.06.2022, that on 17.03.2019 between 03:45 P.M to 04:30 P.M, his son Faisal Mubarak Sayed along with his friends Nafees Ahmed Shaikh Harun Kamaluddin Ansari, Ujair Shaikh and Mohd Jishan Faruqui was travelling from Kurla to Dadar Railway Station by an unknown local train. When the said train reached between Kurla and Sion Railway station. due to rush and push by the co-passengers the deceased and his friend Harun Kamaluddin Ansari accidentally fell down from the train. Immediately he was taken to Rajawadi Hospital, Ghatkopar. Mumbai for medical treatment but he died before admission in the hospital.. The Applicants have alleged that the deceased was holding valid 2nd Class Railway ticket bearing No. UFE 16691500 Ex Kurla to Chinchpokali railway station.

7. In cross-examination of Applicant No.1 Mubarak Ijharul Hasan Sayed, he has stated as under:

"The contents of my affidavit is true and correct. My deceased son's name was Faisal Mubarak Sayed. He was studying in Habib Junior College, Dongari in 11th Std. My residence about 1 to 2 Km away from the Railway tracks. To go to Kurla Railway station we walk along the Kurla Pipe Line Road. At the time of the incident I was at my home. Jishan Farukhi, friend of my deceased son informed on phone about the incident. Few other friends came to my residence when I was at home and informed, they had taken my deceased son to the Rajawadi Hospital. It is true that police did not inform me about the incident. Later on from Rajawadi hospital, I was brought to Kurla Railway station and handed over to me purse, mobile, one ticket and Rs. 200/-. It is true that no phone call was made with my deceased son's mobile. I have seen injuries on my deceased son, he sustained

injuries on his head and on his right hand. After seeing my deceased son, and then I fell unconscious. I cannot say whether my deceased son sustained any hip fracture. He died on the day of the incident. On the next day on 18.03.2019 I have given statement to the police. The body was brought in Ambulance to my residence. In this case a friend of my deceased son named Harum was also injured. My wife after the demise of my deceased son fell down and suffered injury and thereafter she had gone to his village due to bad health”.

During cross-examination, the Ld. Counsel for Respondent – Railway suggested that no known person was with his deceased son at the time of incident and deceased died while trespassing. It is further suggested that deceased was not a Bonafide passenger and the statement dated 18.03.2018 is afterthought and his deceased son had died due to knock down. However, the AW-1 Mubarak Ijharul Hasan Sayed turned-down this suggestion put forth on behalf of Respondent.

8. After examination of Applicant, the Tribunal has closed their evidence on 26.09.2023.

9. As per the direction of this Tribunal the court witness Akshaya kumar Panigrahi, Commercial Superintendent, Vithalwadi stepped into the witness-box and deposed that

“That on 17.03.2019 I was posted as Dy. SM/Kurla. I bring the Station Master Diary pertain to that date. That on 17.03.2019 I have got intimation to the public that one person found lying at KM No. 14/14, then after immediately my Assistant Dy. Station Manager, Gogi Rajkumar had issued the memo No. 012518 to the Medical office/GRP at about 16.15 hrs. which was received at 16.20 hrs. I recognized his signature. The memo is marked as Exh. R/2. I brought the original Station Diary, in which I recorded the incident in my own writing, copy of the station diary is marked as Exh. R/3.

Respondent did not adduce any oral evidence in the matter and closes their evidence on 30.07.2024.

10. During the arguments, Ld. Counsel for Applicants submitted that in this case the deceased was travelling on the strength of a valid Second class Ticket and the same was recorded in the DRM Report and filed along with the Claim Application. Further, the deceased had fallen down from a local train and no evidence in contrary has been produced by the Respondent. Therefore, the deceased had accidentally fallen down from a running train while travelling as a bonafide passenger at the time of the incident. Hence, he was involved in an untoward incident leading to his death.

In defence, Ld. Counsel for Respondent relying on the SM memo stating that the deceased was found lying in injured condition at K.M. no. 14/14 and sustained head injury and unconsciousness. The Inquest Panchnama has opined that the deceased had fallen down from moving train and sustained serious injuries. The DRM's Report disclosed that the deceased was hit by an unknown train while crossing track in negligent and careless manner.

11. We have heard the Ld. Counsels appearing for the parties. We have also gone through the entire documents produced on record. Now track, before embarking into the merits of the matter, it would be profitable to set-forth the relevant provisions of the Railway Act 1989 as below:

12. We have heard the Ld. Counsels appearing for the Applicant and Respondent No. 1. We have also gone through the documents filed by the Counsel for the Applicant and entire documents produced on record. It is not put into controversy that the victim succumbed to injuries received to him during the course of Railway accident. Before embarking into the merits of the matter, it would be appropriate to set forth the relevant provisions of the Railway Act

Sec. 2 (29) defines "passenger" as under:

"passenger" means a person travelling with a valid pass or ticket".

Sec. 123 (c)(2) defines "untoward incident" as under:

"(c) "untoward incident" means-

xxxxxx

(2) the accidental falling of any passenger from a train carrying passengers."

Sec. 124 - A of the Railways Act is also useful to quote as under:

124-A. Compensation on account of untoward incidents.-

"When in the course of working a railway an untoward incident occurs, then whether or not there has been any wrongful act, neglect or default on the part of the railway administration such as would entitle a passenger who has been injured or the dependant of a passenger who has been killed to maintain an action and recover damages in respect thereof, the railway administration shall, notwithstanding anything contained in any other law, be liable to pay compensation to such extent as may be prescribed and to that extent only for loss occasioned by the death of, or injury to, a passenger as a result of such untoward incident :

Provided that no compensation shall be payable under this section by the railway administration if the passenger dies or suffers injury due to -

- a) suicide or attempted suicide by him;*
- b) self-inflicted injury;*
- c) his own criminal act;*
- d) any act committed by him in a state of intoxication or insanity;*
- e) any natural cause or disease or surgical treatment unless such treatment becomes necessary due to injury caused by the said untoward incident.*

Explanation - For the purposes of this section, "passenger" includes-

- i) a railway servant on duty; and*
- ii) a person who has purchased a valid ticket for travelling, by a train carrying passengers, on any date or a valid platform ticket and becomes a victim of an untoward incident.*

In the backdrop of aforesaid legal provisions, we proceed to scrutinize the evidence produce on record. It is also imperative to bear in mind that the provisions of Evidence Act as well as Procedural law are not strictly applicable to the proceeding before this Tribunal.

ISSUE NO. 1 & 2:

13. As these issues are inter-connected and inter-dependent, for the sake of brevity and better appreciation, the same are being dealt together.

On careful perusal of Dy.SM/Lonavala's Memo, wherein it is stated that *"as per information received from Dy.SS/Kurla, demonstrate that the deceased was found unconscious near K.M No. 14/14 with head injury."* Police and Panchas in Inquest Panchnama have opined that the deceased died after falling down from an unknown train. We have carefully perused the statement dated 18.03.2019 of Mubarak Ijaharul Hasan Sayed, father of the deceased to the police states that deceased was fallen down from the train. We have also carefully perused the statement dated 18.03.2019 of Nafees Ahmed Hafiz Ahmed Shaikh and the statement dated 18.03.2019 of Mohammad Jishan Faruqui, are the co-passenger of the deceased to the police wherein they are stated that on 17.03.2019, they along with their friends namely Faisal, Harun and Nafees came to Kurla Railway Station for purchasing clothes. At about 3:00 p.m., they purchased railway tickets from Kurla to Chinchpokli Railway Station. Thereafter, all of them assembled on Platform No. 4 and boarded the slow local train in the general compartment, standing near the gate. They further stated that when the said local train was traversing between Kurla and Sion Stations, Faisal and Harun lost their balance and fell down from the running train in their presence. Thereafter, they deboarded at Sion Railway Station, returned to Kurla Railway Station, and informed the family members of Faisal and Harun regarding the incident. The DRM's Report disclosed that the deceased was hit by an unknown train while crossing Railway track in negligent and careless manner.

14. It reiterated that there is no direct evidence from the Motorman or the Guard to establish that the deceased was run over by the train while

trespassing. Upon careful consideration of the DRM report, it observed that although the location is a restricted area for general passengers and it is common for individuals to unlawfully cross the tracks at that point, there are no independent eyewitnesses to the actual incident. The material on record does not establish any contributory negligence or unlawful act on the part of the deceased with sufficient certainty. Respondent No.1 has failed to produce any cogent or independent evidence to prove that the deceased was a trespasser or that he was crossing the tracks unauthorisedly. The mere reference to the site being a "trespassing area" is insufficient, by itself, to establish that the deceased was at fault. Furthermore, no material has been brought on record by Respondent No. 1 to demonstrate that the deceased had violated any statutory safety norms or that he was not a bonafide passenger. In the absence of such proof the defence raised by the Railway Administration is unsustainable. The Respondent No. 1 failed to discharge its burden to falsify the pleadings of claimant. Therefore, the legitimate inference can be drawn that the deceased had fallen down from the train while travelling.

15. It is settled proposition that provisions of section 124-A are based on the principle of strict liability or no fault liability and it is mandated that subject to certain exceptional circumstances, Railway Administration is bound to pay the compensation regardless of any wrongful act, negligence or default on the part of the Railway Administration. The Railways can escape the liability to pay the compensation only when the said incident comes within the exception clauses (a) to (e) of the proviso to Section 124-A of the Act. (Supra)

16. In this case Ld. Counsel for the Respondent did not lead any evidence to prove that the act of deceased Faisal Mubarak Sayed, leading to

his death was within the ambit of exceptional clauses envisaged under Section 124-A of Railways Act, 1989 (Supra).

17. In this case, the Applicants have submitted that the deceased was holding a valid 2nd Class Railway ticket bearing No. UFE 16691500 Ex Kurla to Chinchpokali railway station. The copy of the same is also submitted along-with the claim application and also, recovery of the same is mentioned in DRM Report. Also, no evidence to the contrary was produced from Respondent side for victim being unauthorised or without ticket traveller. Therefore, we have no hesitation to conclude that the deceased was bonafide passenger of a train in question, at the time of the incident.

18. Thus on the basis of facts and circumstances of this case and preponderance of evidence on record, we have come to conclusion that the deceased Faisal Mubarak Sayed, on 17.03.2019, was a bonafide Railway passenger, had accidentally fallen down from a local train at Kurla and Sion Railway Station, sustained serious injuries and died. Accordingly, the incident is covered under Section 123 (c) (2) read with Section 124 -A of the Railways Act, 1989.

Issue No. 1 & 2 are decided in favour of the Applicants.

ISSUE NO. 3:

19. The Applicant No. 1 categorically deposed in his Affidavit by way of examination-in-chief that Applicant Mubark Ijharul Hasan Sayed and Respondent No 2 Rabiya Khatun w/o Mubarak Sayed are dependants of deceased Faisal Mubarak Sayed. The Applicant produced the copy of PAN Card and School certificate of deceased and Aadhar card of Applicant & Respondent no. 2 to establish array of dependent of the deceased. There is no dispute that Applicant is father of the deceased and Respondent No.2 is

mother of the deceased. The Respondent No. 1 did not disagree with these factual aspects. Therefore, there is no impediment to hold that the Applicant and Respondent No. 2 are dependents of victim Faisal Mubarak Sayed as contemplated under sec. 123 (b) of Railways Act, 1989.

Issue No.3 is decided in favour of the Applicants.

ISSUE NO. 4

20. It is evident that incident leading to death of the deceased was an "untoward incident" as defined under sec. 123 (c) of the Railway Act 1989, therefore, in view of part - I of the Schedule appended to Rule 3 of Railway Accident and Untoward Incident (compensation) Rules, 1990, the applicant is entitled for compensation of Rs. 8,00,000/- (Rupees Eight Lakhs only) from Respondent No. 1 - Railway on the day of incident.

The date of incident is 17.03.2019 therefore, in view of norm laid down by Hon'ble Supreme court in case of Union of India V/S Rina Devi 2018 AC) 1441, the aforesaid applicant/dependent of the deceased are entitled for Rs 8,00,000/- (Rupees Eight Lakhs only) (revised compensation effective from 1st January 2017), with interest @ 9% from the date of incident till the date of deposit in the suitor money account of RCT as a compensation on account of death of Faisal Mubarak Sayed, in an untoward incident Hence we pass the following order.

Hence, we pass the following order:

ORDER

a) The Claim Application filed under section 16 of Railway claims Tribunal Act 1987, is hereby allowed.

- b) The Respondent shall pay **Rs. 8,00,000/- (Rupees Eight Lakh only)** to the Applicant as a compensation with interest @ 9% p.a. from the date of incident till date of deposit in the suitor money account of RCT.
- c) The Respondent No. 1 shall deposit entire amount of award in the office of Additional Registrar, RCT Mumbai within 30 days from the date of receipt of this order.
- d) As per the guidelines delineated by the Ministry of Railways (Railway Board) vide Notification dated 3rd June, 2020 under GSR 347 (E) which came into effect from 1st day of January, 2020, after considering the status of the Applicant and to protect the amount from being frittered away, the amount of Rs. 8,00,000/- (Rupees Eight Lakh only) plus interest, if any, shall be disbursed in the following manner:
1. Applicant No. 1 Mubarak Ijharul Hasan Sayed & Respondent No.2 Rabiya Khatun w/o Mubrak Sayed, shall be permitted to withdraw an amount of Rs. 40,000/- (Rupees Forty Thousand only) plus proportionate interest from the total awarded compensation in their Saving Bank Accounts through NEFT/RTGS, from the total awarded compensation amount of Rs. 8,00,000/- (Rupees Eight Lakh only).
 2. The balance amount of Rs 7,20,000/- (Rupees Seven Lakh Twenty Thousand only) be kept in the name of Applicants respectively in the form of fixed deposit for the period of three years in any nationalised Bank located nearer to the permanent residential address of the Applicants, in the manner described below:

Applicant's name.	Amount to be disbursed in favour of Applicant(s) by NEFT/RTGS	Amount to be invested in Fixed Deposit Scheme of Nationalized Bank and the amount to be dispersed monthly.
Applicant No. 1 Ljहारुल Hasan Sayed (Father) Applicant No.1	Rs 40,000/- (Rupees Forty Thousand only) Plus proportionate interest	Rs. 3,60,000/- (Rupees Three Lakh Sixty Thousand only) in the form of fixed deposit for the period of three years. However, monthly interest of fixed deposit be credited in applicants account. <i>After maturity the principle amount shall be credited in the individual Savings Bank Account.</i>
Rabiya Khatun w/o Mubarak Sayed (Mother)	Rs 40,000/- (Rupees Forty Thousand only) Plus proportionate interest	Rs. 3,60,000/- (Rupees Three Lakh Sixty Thousand only) in the form of fixed deposit for the period of three years. However, monthly interest of fixed deposit be credited in applicants account. <i>After maturity the principle amount shall be credited in the individual Savings Bank Account.</i>

3. The Claimants are directed to open an individual Savings Bank Accounts in any Nationalized Bank located nearer to the place of permanent residence of Applicant. This Savings Account will be linked with FDR Account on similar line as of MACAD (Motor Accident Claim Annuity (Term) Deposit Account).

4. The Bank is hereby directed not to permit any joint name(s) to be added in the Savings Bank Account or Annuity/Fixed deposit scheme Accounts of the Applicant i.e. the Savings Bank Account of the Applicant shall be an individual Savings Bank Account and not a Joint Account. The concerned Bank is further directed not to issue any Cheque Book and/or Debit Card in the name of Applicant for the above referred S.B. Account. If the same is issued, the concerned Bank

authority is requested to take step to cancel/revoke the same before making any payment of awarded amount to the Applicant. Moreover, the concerned Bank shall take care for not issuing any Debit Card relating to above referred S.B. Account of the Applicant by any other branch of the Bank. The Bank shall put an endorsement on the Passbook issued in favour of Applicant to the effect that no Cheque Book and/or Debit Card shall be issued to the Applicant as per the Annexure A (enclosed herewith) without the permission of this Tribunal.

5. The concerned Bank of the Applicant is directed to permit the Applicants to withdraw money from their Savings Bank Account by means of a withdrawal form only. The Applicant is directed to produce the copy of this order before the concerned Bank for requisite endorsement in the Passbook. The Original FDR shall be retained by the Bank in safe custody. However, the statement containing FDR deposit scheme number, amount and date of maturity shall be furnished by Bank to the Applicant. The maturity amount of the Fixed deposit scheme be credited by ECS in the Savings Bank Account of the Applicant operated in the Nationalised Bank located nearer to the place of permanent residence of Applicant.

6. The Bank shall not grant any loan, advance, withdrawal or premature discharge on the Fixed Deposits without permission of this Railway Claims Tribunal.

7. The Claimants are directed to produce the original Bank Passbook with the necessary endorsement as well Aadhaar Card and PAN Card before the Additional Registrar, RCT, Mumbai. The ADR shall take the following documents on record from the Claimants before releasing the awarded amount for disbursement as mentioned above.

(a) Details of the Bank Account of the Claimant near

to the place of his permanent residence with necessary endorsement.

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

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

8. There shall be no order as to cost.
9. The certified copy of this Judgement be given to Applicant free of cost.
10. Accordingly, the application stands disposed of in above terms.

(Niva Singh)
Member (Technical)

(Rajeev Jain)
Member (Judicial)/ RCT/Jaipur
@ Circuit bench at RCT Mumbai