

GAHC010002272024



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THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : MACApp./265/2024

NATIONAL INSURANCE COMPANY LTD.
HAVING ITS REGISTERED OFFICE AND HEAD OFFICE AT 3, MIDDLETON
STREET KOLKATA AND ISTSREGIONAL OFFICE AT G.S. ROAD,
BHANGAGARH, GUWAHATI.

VERSUS

NOMITA RANI DAS @ NAMITA AND 4 ORS.
W/O SANJOY DAS,
VILL.- TULATGRAM, PART- II, P.O.- SONAIMUKH, P.S.- SONAI, DIST.-
CACHAR, ASSAM, PIN- 788119.

2:ASHOK KANU
S/O KESHAB KANU

VILL.- MATHURAPUR
P.O. AND P.S.- DHOLAI
DIST.- CACHAR
ASSAM
PIN- 788114.

3:KABIR UDDIN CHOUDHURY
S/O MAYAJUL ALI CHOUDHURY

VILL.- GANGANAGAR
PART- V
P.O.- GANGANAGAR
P.S.- KACHUDARAM
DIST.- CACHAR
ASSAM
PIN- 788119.

4:BINAY CHANDRA DAM
S/O BIRENDRA DAM

VILL.- TULARGRAM
PART- I
P.S.- SONAIMUKH
P.S.- SONAI

DIST.- CACHAR
ASSAM
PIN- 788119.

5:THE DIVISIONAL MANAGER
THE UNITED INDIA INSURANCE CO. LTD
SHYAMAPRASAD ROAD
SHILLONGPATY
P.O. AND P.S.- SILCHAR
ASSAM
PIN- 788001

Advocate for the Petitioner : MR. R GOSWAMI, MS. M SAIKIA,MS. P BORTHAKUR

Advocate for the Respondent : MR A B DEY (R-1),

BEFORE
HONOURABLE MR. JUSTICE KALYAN RAI SURANA

ORDER

Date : 14.12.2024

Mr. Debojit Sarkar, Assistant Manager, National Insurance Co. Ltd., along with Mr. R. Goswami, learned counsel is present.

2. Smt. Nomita Rani Das @ Namita, respondent no.1 appears through video conference from the office of the Secretary, DLSA, Cachar along with A. Paul, learned advocate at Cachar and Mr. A.B. Dey, learned advocate at Guwahati.

3. After negotiated settlement, the parties have agreed for a total settlement amount of Rs.18,89,000/- (Rupees eighteen lakh eighty nine

thousand only) as full and final settlement of all the claims of the respondent no. 1 against the judgment and award dated 07.10.2023, passed by the learned MACT, Cachar in MAC Case No.377/2021. It is submitted that a sum of Rs.8,89,000/- (Rupees eight lakh eighty nine thousand only) has already been deposited before the Registry of this Court.

4. Accordingly, the matter is settled on compromise in terms of the pre-settlement/compromise slip for the National Lok Adalat, which is made as a part of record.

5. Both the parties shall put their signature in the pre-settlement compromise slip as token of acceptance for the settlement.

6. Accordingly, the National Insurance Co. Ltd./, appellant shall deposit the settlement amount of Rs.10,00,000/- (Rupees ten lakh only) in favour of the respondent no.1 before the learned MACT, Cachar within a period of 30 (thirty) days from the date of the this settlement order, failing which the amount shall carry interest @ 9% per annum till the date of deposit.

7. On such deposit being made, out of the settlement amount, 30% of the said amount be kept in a fixed deposit account for 3 (three) years in favour of the respondent no.1 and the balance amount shall be paid to the respondent no.1 on satisfaction of his identity.

8. The Registry shall also do the needful to transmit a sum of Rs.8,89,000/- (Rupees eight lakh eighty nine thousand only) lying before the Registry of this Court to the learned MACT, Cachar to enable the respondent no.1 to withdraw the entire amount from the said MACT, Cachar.

9. The Secretary, DLSA, Cachar shall record the signatures of the

respondent no.1 about the settlement and transmit the same to the Registry of this Court.

10. On furnishing proof of the deposit of the entire settlement amount, the Registry shall release the statutory deposit made by the appellant.

11. The matter is disposed of in this Lok Adalat.

JUDGE

Comparing Assistant