

GAHC010147152023



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

Case No. : MACApp./261/2023

NEW INDIA ASSURANCE COMPANY LTD.
HAVING ITS REGISTERED OFFICE AND HEAD OFFICE AT 87, M.G ROAD,
FORT MUMBAI AND IT S REGIONAL OFFICE AT STAR CITY COMPLEX, 5TH
FLOOR, LACHIT NAGAR, NEAR HANUMAN MANDIR, GS ROAD,
GUWAHATI 781007

VERSUS

SUKRESWARI CHETIA AND 5 ORS.
W/O LATE JOGESH CHETIA
RESIDENT OF BENGMURIA KOWORGAON, PO SILASAKU, PS
SIMALUGURI, DIST SIVASAGAR, ASSAM 785686

2:SRI TRIDIP NARAYAN CHETIA

S/O LATE JOGESH CHETIA
RESIDENT OF BENGMURIA KOWORGAON
PO SILASAKU
PS SIMALUGURI
DIST SIVASAGAR
ASSAM 785686

3:SRI RIDIP NARAYAN CHOUDHURY
S/O LATE JOGESH CHETIA
RESIDENT OF BENGMURIA KOWORGAON
PO SILASAKU
PS SIMALUGURI
DIST SIVASAGAR
ASSAM 785686

4:SRI PARANDEEP NAYAN CHETIA
S/O LATE JOGESH CHETIA

RESIDENT OF BENGMURIA KOWORGAON
PO SILASAKU
PS SIMALUGURI
DIST SIVASAGAR
ASSAM 785686

5:ASHKAR HUSSAIN
S/O ABRAR HUSSAIN

RESIDENT OF HOUSE NO. 109
JABBAR COLONY
SAMBHAL ROAD
SIR SYED NAGAR
DIST AND PO MORADABAD UTTAR PRADESH
244001

6:RAIS AHMED
S/O MOHD YASEEN

RESIDENT OF VILLAGE SIRAS KHERA

PO SIRAS KHERA
PS MUNDAY PANDEY
DIST MORADABAD
UTTAR PRADESH
24400

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

Advocate for the Respondent : MR. N DEBNATH (R1-R4), MRS. S ROY (R1-R4)

BEFORE
HONOURABLE MR. JUSTICE KALYAN RAI SURANA

ORDER

Date : 14.12.2024

Mr. S. Das, Assistant Manager, New India Assurance Co. Ltd. along with Mr. R. Goswami, learned counsel for the appellant is present.

2. Smt. Sukreswari Chetia, respondent no.1, Sri Tridip Narayan Chetia, respondent no.2, Sri Ridip Narayan Chetia, respondent no.3, Sri Parandeep

Nayan Chetia, respondent no.4 along with their learned counsel Mr. N. Debnath are present.

3. After negotiated settlement, the parties have agreed for a total settlement amount of Rs.1,03,13,768/- (Rupees one crore three lakh thirteen thousand seven hundred sixty eight only) as full and final settlement of all the claims of the respondent nos.1 to 4 against the judgment and award dated 05.04.2023, passed by the learned Member, Motor Accident Claims Tribunal No.2, Kamrup (M), Guwahati in MAC Case No. 2738/2018. It is submitted that out of the total settlement amount, a sum of Rs.51,56,884/- (Rupees fifty one lakh fifty six thousand eight hundred eight four 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 New India Assurance Co. Ltd./ appellant shall deposit the balance amount of Rs.51,56,884/- (Rupees fifty one lakh fifty six thousand eight hundred eight four only) in favour of the respondent nos. 1 to 4 before the Registry of this Court 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. The interest component would be subject to deduction of 10% TDS. Further, the certificate of TDS shall be provided to the claimants/ respondent no.1.

8. On such deposit being made, out of the settlement amount of Rs.1,03,13,768/- (Rupees one crore three lakh thirteen thousand seven hundred sixty eight only), a sum of Rs.31,00,000/- (Rupees thirty one lakh only) shall be kept in a fixed deposit account for 3 (three) years in favour of the respondent no.1.

9. As respondent nos. 1 to 4 have agreed that the balance amount shall be released in favour of respondent no.1, the Registry shall release balance amount in favour of respondent no.1 on satisfaction of her identity.

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