

GAHC010216742024



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

Case No. : I.A.(Civil)/3232/2024

THE NEW INDIA ASSURANCE CO LTD
A COMPANY REGISTERED UNDER THE COMPANIES ACT, 1956,
REPRESENTED BY ITS REGIONAL MANAGER, ULUBARI, GUWAHATI-7

VERSUS

USHA GOGOI BHARALI AND 4 ORS
W/O. LATE RAJIB BHARALI

2:JYOTIRADITYA DEORI BHARALI
S/O. LATE RAJIB BHARALI.

3:ISHWANT ADITYA DEORI BHARALI
S/O. LATE RAJIB BHARALI.
(ALL ARE RESIDENT OF- SHANTIPUR
WARD NO.4
MORAN TOWN
P.S. MORANHAT
SIVASAGAR
ASSAM)

4:NAGENDRA SINGH
S/O. SRI DEV NANDAN SINGH
R/O. VILL.- BORHAPJAN
P/S. DOOMDOOMA
DIST.- TINSUKIA
ASSAM.

5:JITEN KACHARI
S/O. SRI A. KACHARI
R/O. VILL.- BAZAL GAON
P/O. GHUMTIBILL

P/S.- CHAPAKHOWA
DIST.- TINSUKIA
ASSAM

Advocate for the Petitioner : MS L SHARMA,

Advocate for the Respondent : DR. U BARUAH (R1-R3), MR. A BHATTACHARYYA (R1-R3), RANJU R S BARUAH (R1-R3)

Linked Case :

THE NEW INDIA ASSURANCE CO LTD

VERSUS

USHA GOGOI BHARALI AND 4 ORS B

Advocate for : MS L SHARMA
Advocate for : appearing for USHA GOGOI BHARALI AND 4 ORS B

BEFORE
HONOURABLE MR. JUSTICE KALYAN RAI SURANA

ORDER

Date : 14.12.2024

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

2. Smt. Usha Gogoi Bharali, respondent no.1 along with her learned counsel Mr. A. Bhattacharya is present, who submits that the respondent nos. 2 and 3 were earlier minor. However, the respondent no.2 has attained the age of

majority and the respondent no.3 shall attain the age of majority on 22.12.2024.

3. After negotiated settlement, the parties have agreed for a total settlement amount of Rs.33,98,000/-/- (Rupees thirty three lakh ninety eight thousand only) as full and final settlement of all the claims of the respondent nos.1 to 3 against the judgment and award dated 18.05.2024, passed by the learned Member, Motor Accident Claims Tribunal No.1, Kamrup (M), Guwahati in MAC Case No. 1982/2016.

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 settlement amount of Rs.33,98,000/- (Rupees thirty three lakh ninety eight thousand only) in favour of the respondents before the Motor Accident Claims Tribunal No.1, Kamrup (M), Guwahati 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, a sum of Rs.10,00,000/- (Rupees ten lakh only) shall 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, 2 and 3 in equal proportion on satisfaction of their identity.

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

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

JUDGE

Comparing Assistant