

GAHC010283092023



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

**Case No. : MACApp./135/2024**

KARIM KHAN  
S/O LATE MAINUDDIN RESIDENT OF VILLAGE KATIA PATHAR, PO  
CHAPARBARI, PS AND DIST BARPETA, ASSAM

VERSUS

THE NEW INDIA ASSURANCE CO. LTD F  
REPRESENTED BY THE DIVISIONAL MANAGER, BONGAIGAON DIVISION,  
HAVING ITS OFFICE AT BONGAIGAON, ASSAM 783380

**Advocate for the Petitioner : MR. N J DUTTA**

**Advocate for the Respondent :**

Linked Case : I.A.(Civil)/20/2024

KARIM KHAN  
S/O LATE MAINUDDIN  
RESIDENT OF VILLAGE KATIA PATHAR  
PO CHAPARBARI  
PS AND DIST BARPETA  
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Advocate for : MR. N J DUTTA  
Advocate for : MR. S DUTTA appearing for THE NEW INDIA ASSURANCE CO.  
LTD

**BEFORE**  
**HONOURABLE MR. JUSTICE N. UNNI KRISHNAN NAIR**

**ORDER**

**Date : Name of the conciliators:**

1. Ms. Chandana Patowary
2. Ms. Gita Kakati Das

**11.05.2024**

The case is put up before the National Lok Adalat.

The matter is amicably settled between the parties.

The appellant/claimant, namely, Karim Khan, is present before the Court today.  
He is represented by Mr. N. Ahmed, learned counsel.

Mr. Suman Das, Assistant Manager, appears for the New India Assurance Company Limited.

It is submitted by both the claimant and the Insurance Company's representatives that this matter is settled between the parties at an amount of Rs. 16,15,788/- inclusive of all components. It is stated that an amount of Rs. 6,30,917/-, inclusive of interest, has already been received by the claimant and accordingly, the balance amount of Rs. 9,84,871/- would now be paid by the Insurance company. This

amount will be received by the claimant as a full and final settlement of his claim.

The Insurance company will deposit an amount of Rs. 9,84,871/- within a period of 45 days from today before the Registry of the Gauhati High Court. Failure to deposit the above-mentioned amount within the stipulated time by the New India Assurance Company Limited, the above amount would carry an interest at the rate of 7% from the date of filing of the claim petition before the learned Tribunal.

Out of the amount of Rs. 9,84,871/-; an amount of Rs. 4,50,000/- shall be kept as a fixed deposit in the name of the appellant, herein, before a nationalized Bank at least for a period of 3 years. The claimant, herein, will be entitled to withdraw the balance amount from the Registry upon furnishing of adequate documents for identification and details of the Bank account numbers.

Statutory deposit, if any, made by the Insurance Company being not a part of the amount so settled today; the same may be released to the Insurance Company on an application made by it in this connection.

The appeal accordingly stands disposed of in terms of the amicable settlement reached between the parties.

The compromise format signed by the parties is kept on record.

LCRs, if any, be remitted to the concerned Tribunal.

**JUDGE**

**Comparing Assistant**