

**FARAD CONTINUATION SHEET
IN THE HIGH COURT OF JUDICATURE AT BOMBAY.
CIVIL APPELLATE JURISDICTION.**

**FIRST APPEAL NO. 728 OF 2015
WITH
CIVIL APPLICATION NO. 1235 OF 2015**

New India Assurance Co. Ltd.	... Appellant.
V/s.	
Smt. Priyanka Prakash Joshi & Ors.	... Respondents

Ms. Jyoti Bajpai for the appellant.
Ms. Sangeeta Salvi for the respondent.

**CORAM : K. K. TATED, J.
DATED : 03/07/2015.**

P.C.:

. Heard learned Counsel for the parties.

2 Both the Counsel submits that matter is settled out of Court. They tendered Consent Terms dated 03.07.2015. Same is taken on record and marked 'X' for its identification.

3 The learned counsel for the respondent filed affidavit dated 02.07.2015 stating that the said settlement is in the interest of the claimant. That affidavit is taken on record and marked 'X1' for its identification.

4 The learned counsel for the respondent filed letter-cum-certificate dated 02.07.2015 stating that the said settlement is in the interest of the respondent no.3 who is minor. That affidavit is taken on

record and marked 'X2' for its identification.

5 The learned counsel for Insurance Company undertakes to deposit the amount of Rs.5,50,000/- as stated in clause 7 of Consent Terms in the Tribunal as early as possible.

6 Tribunal is directed to release sum of Rs.1,50,000/- by account payee cheque in the name of claimant no.1 Priyanka Prakash Joshi payable at Mumbai.

7 Tribunal is further directed to issue account payee cheque of Rs.50,000/- in the name of claimant no.2 Mr. Sagar Prakash Joshi.

8 Tribunal is directed to invest sum of Rs.1,00,000/- in the name of Ms. Ankita Prakash Joshi in Fixed deposits of any Nationalised Bank, initially for the period of five years.

9 The claimant no.1 Mrs. Priyanka Prakash Joshi is entitled to withdraw quarterly interest on said fixed deposit of Rs.1,00,000/- for the welfare of Ms. Ankita Joshi without any security.

10 Tribunal is directed to invest Rs.2,50,000/- in fixed deposit in the name of Priyanka Prakash Joshi for the period of five years in the bank as per her choice.

11 Claimant no.1 Priyanka Joshi is entitled to withdraw quarterly interest on fixed deposit of Rs. 2,50,000/- also without any security.

12 After five years, claimant no.1 Priyanka Prakash Joshi as well as claimant no.3 Ankita Prakash Joshi are entitled to withdraw the entire amount of fixed deposit without furnishing any security.

13 Insurance company is entitled to withdraw the amount of Rs.25,000/- with accrued interest, if any, deposited by them at the time of filing of First Appeal in this Court.

14 Refund of court fees according to law.

15 First Appeal stands disposed of in terms of Consent Terms.

16 Consent Terms to be treated as part and parcel of the decree.

17 In view of disposal of First Appeal, nothing survives in the Civil Application. Hence, same is dismissed as infructuous.

(K.K.TATED, J.)