

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

Civil Application (CAF) No.727 of 2015,

In

First Appeal No.149 of 2012

(Birla Agro Pvt. Ltd., Presently Birla Cotsyn (India) Ltd., through Manager
& Office Incharge, Ghatanji, Dist. Yavatmal, and another v. Smt. Kifayatbi
Sheikh Raheman)

Office Notes, Memoranda of Coram,
appearances, Court's orders or directions Court's or Judge's orders
and Registrar's order

Shri A.V. Bhide, Advocate for Appellants.

Shri Abdul Shubhan, Advocate, holding for Shri Firdos Mirza,
Advocate for Respondent.

Coram : R.K. Deshpande, J.

Dated : 18th March, 2015

This application is filed under Order XXIII, Rule 3 of the Civil Procedure Code for compromise of suit. The parties have settled their claims on the basis of the terms and conditions incorporated in para 3 of this application, which is reproduced below :

“3. *That the matter came to be settled between the appellants and respondent touching to the above subject matter on the following terms and conditions :*

- (a) respondent-complainant will withdraw the amount of Rs.2,00,000/- deposited by the appellants before the Trial Court;*
- (b) appellants and respondent-complainant shall not file case(s) against each other, regarding the same subject matter, in future;*
- (c) the parties agree that the decree shall be passed in terms of compromise;*
- (d) respondent is accepting her termination from service with the appellants w.e.f. 10.01.2006;*
- (e) respondent is agreeing that she will not claim for reinstatement in service with the appellants;*
- (f) respondent shall not claim any salary, compensation, incentive, etc., from the appellants;*
- (g) allegations, if any, levelled by the appellants and respondent against each other are being withdrawn.”*

Shri A.V. Bhide, the learned counsel appearing for the appellants, submits that the application is signed by the appellant Nos.1 and 2; whereas Shri Abdul Shubhan, Advocate, holding for Shri Firdos Mirza, the learned counsel for the respondent, submits that the respondent is personally present before this Court. He further submits that the terms of settlement mentioned in para 3 of the application have been explained to the respondent in vernacular and upon understanding, she has put her thumb impression. Both the learned counsels pray that the appeal be disposed of in the aforesaid terms.

In the result, the appeal is disposed of on the basis of the terms of settlement, which are reproduced above. The award passed by the Motor Accident Claims Tribunal stands modified to that extent.

Judge.

Lanjewar