

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

FIRST APPEAL NO.1158 OF 2016

SBI General Insurance Co.Ltd. ..Appellant
V/s.
Rohini Vinod Dongre & Ors. ..Respondents

Mr.D.S. Joshi for the Appellant.

Mr.S.B. Chaskar i/by Satpute & Co. for Respondent Nos.1 to 4.

CORAM : M. S. SONAK, J.

DATE : 01 MARCH 2017.

P.C.

1. Upon production, taken on board.
2. The learned counsel for the parties hand in consent terms which are taken on record and marked as 'X' for identification.
3. The consent terms have been signed by the officer of the appellant and the advocate for the appellant. The consent terms have also been signed by respondent No.1 for self and as a guardian of respondent No.2. The consent terms have also been signed by respondent Nos.3 and 4. The respondent Nos.1,3 and 4 are present in the Court and are identified by their advocate who has also

signed the consent terms. The respondent Nos.1, 3 and 4 stated that they have understood the scope and merit of the consent terms and they have willingly signed the same. It was brought to their notice that in the consent terms involved, their waiving interest amounting to Rs.9 lakhs approximately. They have stated that they have waived this amount after considering the various pros and cons. The settlement does not appear to be unreasonable, since, the entire award has not been disturbed. Only the interest component has been waived. Accordingly, this first appeal is disposed of in terms of the consent terms. Parties to act accordingly.

(M. S. SONAK, J.)