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IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO.3998 OF 2017

The New India Assurance Company Limited

APPELLANT

VERSUS

Syed Mukhtar Syed Gani and Others

RESPONDENTS

.....

Mr. Aniruddha S. Usmanpurkar, Advocate for the appellant
Mr. P. C. Mayure h/f Mr. A. P. Gaikwad, AGP for respondent No.1

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[CORAM : SUNIL P. DESHMUKH, J.]

DATE : 10th APRIL, 2018

ORDER :

1. Learned advocates for the parties state that settled terms of compromise have been verified before Registrar, High Court. The respective parties were identified by the respective advocates. The terms of compromise were explained to the parties in vernacular and they have understood the same. Learned advocates further submit that the terms of compromise are lawful and are neither forbidden by any law nor illegal nor are against public policy.
2. In view of aforesaid, the first appeal is disposed of in terms of the compromise. Award be drawn accordingly.

3. Learned advocate for the appellant seeks refund of court fees. If refund of court fees is permissible in such cases, the same may be refunded in accordance with rules.

4. In view of aforesaid, appellant is at liberty to withdraw statutory deposit amount deposited in this court.

[SUNIL P. DESHMUKH, J.]