

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

13 FIRST APPEAL NO. 1400 OF 2017

THE NEW INDIA ASSURANCE CO. LTD.
VERSUS
ANITA NAMDEO NADARE AND ORS.

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Advocate for Appellant : Mr.Usmanpurkar Aniruddha S.
Advocate for Respondent Nos.1 to 6 : Mr.S.P.Katneshwarkar
Advocate for Respondent No.7 : Mr.Deshmukh Mandar

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CORAM : M.S.SONAK, J.
DATE : 4.1.2018

PER COURT:-

- 1) The learned counsel for the parties state that this appeal can be disposed of in terms of Compromise Purshis signed by the parties and their Advocates in the course of mediation proceedings before Mr.P.R.Patil, the learned counsel and Mediator of this Court.
- 2) The Compromise Purshis is taken on record and marked as 'X' for the purpose of identification.
- 3) The Compromise Purshis has been signed by the parties as well as their Advocates. The respondent No.4 has put her thumb impression and the same has been

attested by her Advocate. On perusal of the Compromise Purshis, the terms set-out therein appears to be reasonable. The learned counsel for the parties assured this Court that they have explained these terms to their respective parties.

4) Accordingly, this appeal is disposed of in terms of the Compromise Purshis. Registry to make out necessary Award in consistence with the Compromise Purshis.

5) The Registry is also directed to permit withdrawal of amount as indicated in clause Nos.5 and 6 of the Compromise Purshis.

6) Refund of Court fee as per the rules, is allowed.

7) Before the matter is disposed of, this Court would be failing in its duty, if it does not acknowledge the efforts of Mr.P.R.Patil, the learned counsel and Mediator of this Court, who has successfully mediated in this matter and brought up this compromise. Accordingly, this Court express its gratitude to Mr.P.R.Patil for his efforts and time.

[M.S.SONAK, J.]