

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

FIRST APPEAL (STAMP) NO.35576 OF 2016

The Oriental Insurance Co. Ltd.
(Hub) Bank Street, State Bank
Building.

...Appellant

Versus

Jaganath Prasad Chhediram Shriram
Pandey & Ors.

...Respondents

.....

Mr. D.S. Joshi for the Appellant/Applicant.

Mr. Husain A. Hasim for the Respondent Nos.1 and 2.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED: 13th APRIL, 2018.

P.C.:-

Not on board. Upon being mentioned, taken on board.

2. The Appellant-Insurance Company has challenged the judgment and award dated 30th October, 2015 passed by the M.A.C.T, Mumbai in Motor Accident Claim Application No.3157 of 2009. The Respondent Nos.1 and 2, the original claimants are the siblings of Nagesh, who expired on 10.3.2002 as a result of the injuries sustained in Motor Vehicles Accidents. The claimants had filed a petition under Section 166 of the Motor Vehicles Act, 1988, claiming compensation of

Rs.4,00,000/-. The Claims Tribunal after considering the evidence adduced by the respective parties awarded compensation of Rs.8,70,000/- with interest at the rate of 9% per annum from the date of the application till realisation of the amount. Said award has been challenged by the Appellant-Insurance company. During the pendency of this appeal parties have arrived at settlement and placed on record the consent terms, which read thus:-

“4. The Respondent Nos.1 and 2 Claimants agree to accept compensation amount of Rs.11,75,000/- inclusive of interest, costs, etc. in full & final settlement of their claim arising from the Award under challenge. The Respondent Nos.1 & 2 waive their right in respect of the balance amount with their free will & consent & without any pressure, undue influence or coercion on them.

5. The Appellant shall deposit an amount of Rs.11,75,000/- before the learned Motor Accident Claims Tribunal Mumbai within 2 weeks from today and the Respondent Nos.1 & 2 shall be entitled to withdraw the said amount. The appellant are entitled to withdraw Rs.25,000/- deposited towards Statutory deposit U/S 173 of Motor Vehicle Act from the Honourable High Court.”

3. Said consent terms are signed by the original claimants as well as by the Manager-In-charge of the Appellant-Insurance company and by their Respective counsels. The original claimants are present before the Court. They have identified their signatures on the said

consent terms. Terms are read over and explained to the Claimants and they have confirmed the contents of the same and have stated that the terms are agreeable to them. In the light of above, the consent terms are taken on record and marked 'X' for identification. The statements made in the said consent terms are accepted. The Appeal stands disposed of as per the consent terms.

4. Statutory amount of Rs.25,000/-, which was deposited by the Appellant -Insurance Company before this Court may be transferred to M.A.C.T., Satara. Court fees, if any, be refunded, if permissible under the Rules.

5. Upon deposit of the compensation, 50% of the total compensation with proportionate interest be paid to the Respondent No.1. Since the Respondent No.2 appears to be illiterate, in order to safeguard her interest, 25% of her share is ordered to be invested in her name in any nationalised bank for a period of four years and balance 25% alongwith proportionate interest, to be paid to her.

(SMT. ANUJA PRABHUDESSAI, J.)