

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

**CIVIL APPLICATION NO.3759 OF 2018
WITH
FIRST APPEAL (ST) NO.15934 OF 2018**

IFFCO TOKIO GENERAL INSURANCE CO. LTD... Applicant

vs.

Mrs.Urmila Roshan Shelke and Ors. .. Respondents

Ms.Deepika Prabhala i/b M/s.Res Juris for the applicant

**CORAM : K. K. TATED, J
DATE : JULY 26, 2019**

P.C.:

. Not on board. At the request of Advocate for the Applicant, matter is taken on production board for urgent orders.

2 Heard.

3 The learned counsel for the Applicant submits that there is a delay in filing First Appeal challenging the impugned judgment and award dated 24.10.2017 passed by MACT, Raigad at Alibag in MACP No.131 of 2014.

4 The learned counsel for the Applicant submits that the Tribunal has passed impugned order holding that the Respondents original Claimants are entitled sum of Rs.27 lacs by way of compensation with interest @ 7.5% p.a. She submits that

they deposited entire awarded amount i.e. Rs.35,12,745/- in the Tribunal and also statutory deposit of Rs.25,000/- in the Registry of this court. She submits that matter is settled out of court. She submits that Respondent original Claimants agreed to accept sum of Rs.30,65,000/- including amount of no fault liability towards full and final settlement out of court. She submits that Respondent nos.2, 3 and 4 are minors original Claimants. She submits that it is agreed between the parties that the share of the minors be kept in fixed deposit of any nationalized bank by the Tribunal itself. She submits that Respondent nos.1, Mrs.Urmila Roshan Shelke, Respondent nos.5, Mr.Balram Manya Shelke and Respondent no.6, Ms.Solochana Balram Shelke are present before this court. She submits that original Claimants have not appointed any advocate before this court. She submits that she identified them and to that effect she made endorsement at the bottom of consent terms. Same is accepted. Advocate for Insurance Company submitted the consent terms dated 26.7.2019 duly signed by the Insurance Company as well as Respondent original Claimant nos.1, 5 and 6. Respondent nos.1, 5 and 6 entered into the witness box. They admit the contents of the consent terms as well as execution thereof. They submit that the consent terms are explained to them in Marathi. They know the contents of the consent terms. Hence same is accepted. Those consent terms reads thus:

"CONSENT TERMS DATED 26.07.2019

1. *That pursuant to the stay order dated 16.10.2018, the Appellant has deposited an entire decretal amount i.e. Rs. 35,12,745/- in the Motor Accident*

Claims Tribunal, Alibag. Also, the statutory deposit of Rs. 25,000/- deposited in this Hon'ble Court has been transferred to the Ld. Tribunal vide order dated 16.10.2018.

- 2. That the Appellant and Respondent no. 1 to 6 (Original Claimants) have mutually agreed to settle the matter for an amount of Rs. 30,65,000/- including amount towards "No Fault Liability" (NFL). The Respondent no. 1 to 6 have agreed to accept the said amount in full and final settlement of their claim & consequently, the Appellant shall withdraw the aforesaid appeal from this Hon'ble Court.*
- 3. That the Respondent no. 1 to 6 have already withdrawn the NFL amount of Rs. 50,000/-, hence Respondent no. 1 to 6 are now entitled to withdraw only Rs. 30,15,000/- .*
- 4. The Appellant/Insurer is entitled to withdraw the balance amount lying in the Ld. Tribunal with accrued interest. The Appellant is also entitled to the refund of court fees and statutory deposit of Rs. 25,000/- along with the accrued interest, if any from the Ld. Tribunal."*

5 It is made clear that the share of Respondent nos.2, 3 and 4 i.e. minor Claimants be invested in fixed deposit by the MACT, Raigad at Alibag till they attain majority.

- 6 First Appeal stands disposed of in terms of consent terms.
- 7 Consent terms be treated as part and parcel of decree.
- 8 In view thereof, Civil Application does not survive. Same also stands dismissed as infructuous.

(K.K.TATED, J.)