

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

First Appeal No.287/2019

The Oriental Insurance Co. Ltd. Appellant

Vs.

Mrs. Indumati Vishnu Bhilare & Ors. Respondents

Mrs. Poonam Mittal for the Appellant

Mr. Prithviraj S. Gole I/b Anusha P. Amin for Respondent Nos.1 to 5

CORAM : K.K.TATED.J.
DATED : JUNE 18, 2019

P.C.

1 Heard. By this First Appeal, the Appellant Insurance Co. challenges the judgment and award dated 08.02.2017 passed by the MACT Satara in MACP No.334/2011 holding that the Respondent-Claimants are entitled to sum of Rs.8,85,000/- by way of compensation with 7% p.a.

2 Both the counsel submit that the matter is settled out of court. They tendered Consent Terms dated 18.06.2019 duly signed by the Appellant Insurance Co. as well as the Respondent original claimants.

3 The learned counsel for the Respondent-Claimant submits that the claimant Mangal Vilas Jadhav and Surekha Sanjay Ombale executed Power of Attorney dated 06.05.2019 in favour of Dipak Vishnu Bhilare to execute the present Consent Terms. He submits that the other claimants are

present in court. The claimants entered into witness box. They admit the contents of the Consent Terms. They agreed with the Consent Terms to settle the entire dispute for the sum of Rs.8,13,637/- inclusive of NFL of Rs.50,000/-.

4 The Consent Terms are taken on record and marked "X" for identification. Same is accepted. The Consent Terms read thus:

CONSENT TERMS

1. The Respondent Nos. 1 to 5 had filed application being M.A.C.P. No.334 of 2011 under Section 166 of the Motor Vehicles Act 1988 before Motor Accident Claims Tribunal at Satara claiming compensation in respect of the death of Mr. Vishnu Bhilare in a motor vehicular accident.
2. The Claim Petition was allowed vide Judgment and Award dated 08/02/ 2017 directing the appellant Insurer to pay compensation to the tune of Rs.8,85,000/- inclusive of NFL with interest @ 7.00% per annum from the date of application.
3. The Appellant Insurer has preferred aforesaid First Appeal taking exception to the said Judgment and the same is pending before this Honorable High Court.
4. During the pendency of the aforesaid Appeal, the Appellant and the Respondent Nos. 1 to 5 had meetings for negotiations and settlement of dispute once for all wherein the parties have reached to an amicable settlement out of the court. The Respondent No.6 is formal party being the owner of the Insured Vehicle.

5. The Appellant has already deposited amount of Rs.11,16,902/- (Award Rs.8,85,000/- plus interest Rs.2,81,902/- minus NFL Rs.50,000/-) with MACT Satara under protest.
6. The Respondent Nos. 1 to 5 are ready to accept Rs. 813637 (inclusive of NFL 50,000/- already paid). The Respondents 1 to 5 shall withdraw Rs. 763637 /- and proportionate interest thereon .
7. The amount of Rs.25,000/- deposited under Section 173 of the Motor Vehicles Act 1988 at the time of filing First Appeal by the Appellant shall be refunded to Appellant Insurance Company.
8. The Appellant Insurance Company shall be allowed to withdraw balance amount of Rs.3,53,265/- along with proportionate interest thereon.
9. In view of the above, the impugned Judgment and Award dated 08/02/2017 passed by Motor Accident Claims Tribunal Pune in M.A.C.P. No. 334 of 2011 stands modified and the claim of the original Claimants stands fully satisfied. The Claim Application filed by the Respondent Nos.1 to 5 before the Tribunal as well as the aforesaid First Appeal with Civil Applications therein filed by the present Appellant stands disposed off in terms of the present Consent Terms.
10. The Appellants shall be entitled to refund of Court Fees paid in the Honorable High Court as per rules. The Decree to be drawn up accordingly.

5 The First Appeal and the Civil Application stand disposed of accordingly.

6 Decree be drawn up accordingly.

7 Refund of Court Fees, as per the Rules.

(K.K.TATED, J.)