

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 1498 OF 2005
ALONGWITH
CROSS OBJECTINO (ST) NO. 21805 OF 2005
IN
FIRST APPEAL NO. 1498 OF 2005

United India Insurance Co. Ltd. Appellant

VERSUS

Mihir Satish Wakde & Anr. Respondents

Ms.Varsha Chavan for the Appellant in FA/1498/2005.

Mr.A.M.Gokhale for the Respondent no.1 and for Cross Objections
21805 of 2005.

CORAM : R.D. DHANUKA, J.

DATE : 17th FEBRUARY, 2020

P.C.

The papers are allowed to be produced at 3.00 p.m.

2. Learned counsel for the parties have tendered consent terms dated 17th February,2020 signed by the parties and their respective advocates. Consent terms are taken on record and marked 'X' for identification. The signatures of the parties are identified by their respective advocates. Learned counsel for the appellant states that the signatory on the consent terms on behalf of the appellant has been authorized to sign such consent terms. Statement is accepted. Undertakings recorded in the consent terms, if any, are accepted.

3. First appeal as well as cross objections are disposed of in terms

of the consent terms.

4. Refund of court fees, if any , as per rules.
5. Office is directed to transmit an amount of Rs.25,000/- deposited by the appellant under section 173 of the Motor Vehicles Act, 1988 to the concerned M.A.C.T. expeditiously. The parties have agreed that an amount of Rs.25,000/- together with interest accrued interest, if any, would be paid to the appellant. It is ordered accordingly.
6. In view of the disposal of the first appeal and cross objections, pending civil application, if any, do not survive and are disposed of. No order as to costs.
7. The parties, concerned M.A.C.T. and Registry of this court to act on the authenticated copy of the order along with consent terms.

[R.D.DHANUKA, J.]