IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO.3681 OF 2017

Reliance General Insurance Company Ltd. … **APPELLANT**

VERSUS

Momin Habib Begum w/o Momin Mukhtaroddin and others … **RESPONDENTS**

....

Mr. A.S. Usmanpurkar, Advocate for appellant
Mr. H.V. Tungar, Advocate for respondents No.1 to 5

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CORAM : R. G. AVACHAT, J.

DATE : 20th DECEMBER, 2021

PER COURT :

The matter is said to have been compromised between the parties, the appellant Insurance Company and the claimants.

2. The terms of compromise, duly verified before the Section Officer of this Court have been placed on record. The terms of the compromise are neither void nor illegal. One of the claimant is minor, 17 plus. Learned counsel for the claimants assures to comply with the mandate of Order XXXII Rule 4 of the Civil Procedure Code today itself. Since the

compromise is in the interest of minor as well, and his mother is very much before this Court, assuring that the amount payable will be kept in fixed deposit until he attains the majority, the Court endorses the compromise. The appeal thus stands disposed of in terms of compromise.

3. The amount payable to minor claimant be kept in fixed deposit until he attains majority. On his attaining majority, the amount deposited be paid to him without intervention of this Court.

4. The amount deposited be disbursed in terms of the compromise along with interest accrued thereon.

5. Issue Court Fee refund certificate in accordance with rules.

(R. G. AVACHAT)
JUDGE

fmp/-