

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

FIRST APPEAL NO. 13 OF 2022

Reliance General Insurance Co. Ltd. ..Appellant

v/s.

Smt. Pooja Pramod @ Pramodk Umar Dhuri
& Ors. ..Respondents

Ms. Poonam Mittal for the Appellant.

**CORAM : ANUJA PRABHUDESSAI, J.
DATED : 7th MARCH, 2022.**

P.C.

1. The praecipe has been moved for speaking to minutes. It is stated that due to typographical error in para (2) of the order dated 23.12.2021, it has been recorded that “*It is also agreed that the statutory deposit of Rs.25,000/- shall be refunded to the Appellant along with the Court fees*”. Learned Counsel for the Appellant states that in fact, it was agreed that the statutory deposit along with accrued interest will be transferred to the trial Court, Khed, Ratnagiri.

2. I have perused the record. Appeal was disposed of in view of the consent terms filed between the parties. Clause (5) of the

consent terms which was marked “X” for identification records that :

“ The Statutory deposit of Rs.25,000/- filed under Section 173 of the M V Act at the time of filing the appeal along with accrued interest to be transferred to the trial Court, Khed, Ratnagiri.”

In view of which para (2) of the order dated 23rd December, 2021 is corrected to read as :

“It is also agreed that statutory deposit of Rs.25,000/- along with accrued interest be transferred to the trial Court, Khed, Ratnagiri. Court fees be refunded to the Appellant as per the consent terms”.

3. Ordered accordingly.

(ANUJA PRABHUDESSAI, J.)