

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BEFORE THE NATIONAL LOK ADALAT
CIVIL APPELLATE JURISDICTION**

FIRST APPEAL NO. 382 OF 2020

The Divisional Manager,
The New India Assurance Co. Ltd.

.. Appellant

Versus

Bharati Pravin Ronad (Ronald) & Ors.

.. Respondents

-
- Mr.S.S.Jinsiwale for the Appellant
 - Mr. Pritesh Bohade for the Respondents
-

CORAM : SHRI. MILIND N. JADHAV, J.

SHRI. D.N. KHER
(COURT RECEIVER) &

SHRI. S.K. DHEKALE
(Dy. REGISTRAR, COURT RECEIVER)

DATE : 11th DECEMBER, 2021.

P.C.:

Heard learned counsel appearing for the respective parties.

2. The matter has been compromised. Parties have filed the consent terms which are taken on record and marked "X" for identification. The Consent Terms are signed by the Chief Manager In-Charge, Mumbai Legal Hub of the Appellant Insurance Company and Respondent Nos. 1 and 2 alongwith their respective Advocates. Undertaking given in the Consent Terms are accepted.

3. It is asserted that since the claimants had withdrawn various amounts at different stages it is not possible to compute and calculate the exact balance amount at this stage though *prima facie* it appears that the parties and their Advocates have made a genuine effort to ascertain the figures and put them in the consent terms. For the sake of convenience, paragraph No.4 of the consent terms which refers to various figures is reproduced below and reads thus :

"1. The Appellant has already deposited an amount of Rs.12,16,616/- before the learned Motor Accident Claims Tribunal Nashik and out of that the Respondent nos.1 and 2 Original claimants have already withdrawn some amount as directed by this Hon'ble Court i.e. Rs.4,36,500+3,42,000=7,78,500/-. It is agreed that the insurance company, Appellant will be entitled for a refund of an amount of Rs.1,00,000/- only and Respondent No.1 and 2 (original claimants) are entitled for the balance amount of Rs. 3,38,116/- with accrued interest. The Respondent Nos.1 and 2, Claimants agreed to accept balance amount with accrued interest as full and final amount of compensation inclusive of interest, NFL amount & cost. An amount of Rs.25,000/- deposited under Section 173 of the Motor Vehicles Act 1988 before this Hon'ble High Court, at the time of filing of First Appeal shall stand transferred to the MACT Nashik, with accrued interest on the said amount. The said amount of Rs.25,000/- with interest accrued thereon be disbursed to the Respondent No.1 and 2 unconditionally. Rs.1,00,000/- from the deposited amount be paid to the Appellant (Insurance Company) and balance amount with accrued interest be paid to the Respondent Nos.1 and 2 (Original Claimant)."

4. Parties are at liberty to compute and calculate the exact amount of interest from the figures which are mentioned in paragraph No.4 and inform the Tribunal. Award be modified and drawn in accordance with the consent terms. In the event if there is any difference in the figures mentioned in paragraph No.1 of the terms, parties shall be at liberty to apply to the Tribunal and the Tribunal shall consider the same expeditiously.

5. First Appeal stands disposed of in the above terms.
6. In view of the disposal of the Appeal, pending Applications, if any, also stand disposed of.
7. Statutory deposit be referred to the concerned Tribunal within a period of one week from today.
8. Court fee be refunded as per rules.

[S.K. DHEKALE]

[D.N. KHER]

[MILIND N. JADHAV, J.]

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AMBERKAR

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