

Uday S. Jagtap

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

**FIRST APPEAL NO. 676 OF 2017
A/W
INTERIM APPLICATION (ST.) NO.2821 OF 2021
IN
FIRST APPEAL NO. 676 OF 2017**

The New India Assurance Co. Ltd. .. Appellant

Vs.

Smt. Noorjaha Amirjan Shaikh
and Ors. .. Respondents

.....

Mr. Shrikant Madhukar Dange for the appellant
Mr. Amol A. Gatne for the respondents
Mr. Sourin Saha, Administrative Officer of New India Assurance Co.
present in Court
Respondent nos. 1 to 4 present in Court

CORAM : PRITHVIRAJ K. CHAVAN, J.

DATED : 16th FEBRUARY, 2021

P.C.

1. On 14th December, 2019, this appeal came before the Lok Adalat. Members of the panel noticed that respondent no.4 Mansur Amirjan Shaikh was reported to be disabled, who suffers from mental retardation and speech defect. Though, the consent terms were filed by the parties to the appeal, in view of the aforesaid technicality, it was observed that the matter be placed before the regular Court for appointment of applicant no.1 as a guardian of respondent no.4.

2. Today, fresh Consent Terms, dated 16th February, 2021 have been filed on record.
3. The respondent nos. 1 to 4 are present before the Court. In view of the application on behalf of the claimants, applicant no.1 - Noorjaha A. Shaikh is appointed as a natural guardian for her son, applicant no.4 Mansur A Shaikh. She has no adverse interest against the applicant no.4 – Mansur A. Shaikh.
4. Respective parties and the Counsel have signed the consent terms. The thumb impression of applicant nos. 1, 3 and 4 have been attested by Adv. Swati Mehta.
5. On behalf of respondent – Insurance Company Mr. Sourin Saha is present.
6. The claimants have been explained the recitals of the consent terms, which they admit to be true and correct.
7. Leave to delete paragraph 6 to 10 of the consent terms. Deletion be carried out forthwith.
8. The consent terms dated 16th February, 2021 are taken on record and marked “X” for identification.
9. The claimants are at liberty to withdraw their respective shares from the Tribunal. The amount of compensation be disbursed after verifying the identity of the claimants.

10. The appeal shall stand disposed of in view of the recitals of the Consent Terms.
11. The Court fees be refunded as per rules.
12. The statutory deposit, if not transferred, be transferred to M.A.C.T., Mumbai. The M.A.C.T. shall thereafter pass necessary order in accordance with law.
13. Parties to act on an authenticated copy of this order.

(PRITHVIRAJ K. CHAVAN, J.)