

S.S.Kllaje

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

INTERIM APPLICATION (ST) NO. 24221 OF 2021
IN
FIRST APPEAL NO. 975 OF 2018
WITH
FIRST APPEAL NO. 975 OF 2018

The New India Assurance Co. Ltd. .. Applicant

In the matter between:

The New India Assurance Co. Ltd. .. Appellant

Versus

Sudnar Philip Rathod & Ors. .. Respondents

.....
SUO MOTO SPEAKING TO THE MINUTES OF ORDER
DATED 11TH DECEMBER, 2021

.....

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.:

. While reproducing paragraph No. 1 of the Consent Terms, the words "**with accrued interest**" remained to be inserted after the amount of Rs. 3,29,787.00. The said paragraph No. 1 of the Consent Terms reproduced in our order dated 11.12.2021 shall be substituted

to read as under:-

"1. The Appellant shall withdraw amount of Rs.70,000.00(Rs. Seventy thousand only) with proportionate interest from the abovementioned deposited amount. The Respondent Nos. 1 to 3 shall withdraw the balance amount i.e. Rs.3,29,787.00 with accrued interest as and by way of full and final settlement of their claims against the Appellant and the Respondent No.5 abovenamed."

2. Rest of the order remains as it is.

[S.K. DHEKALE]

[D.N. KHER]

[MILIND N. JADHAV, J.]

RAVINDRA
MOHAN
AMBERKAR
Digitally
signed by
RAVINDRA
MOHAN
AMBERKAR
Date:
2021.12.13
17:21:41
+0530