

Uday S. Jagtap

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

FIRST APPEAL NO. 583 OF 2019

The New India Assurance Co. Ltd. .. Appellant

Vs.

Mrs. Sujata Digamber Ugale & Ors. .. Respondents

.....

Ms. Poonam Mital for the appellant

Mr. K.D. Sonawane for respondent nos. 1 to 3

CORAM : PRITHVIRAJ K. CHAVAN, J.

DATED : 25th FEBRUARY, 2021

P.C.

1. The original claimants / respondent nos. 1 to 3, 6 and 7 are present in the Court along with their advocate.
2. The learned Counsel for the appellant – insurer and the learned Counsel for the respondents filed the consent terms, dated 25th February, 2021.
3. I have verified the recitals of the consent terms from the respective parties. The parties have amicably settled the dispute and they have accepted the terms of the compromise.
4. The consent terms dated 25th February, 2021 are taken on record and marked “X” for identification.

5. Parties have agreed for the apportionment in the following manner :-

(a) Out of Rs.25,00,000/-, which has been finally arrived at in a settlement, the amount of Rs.7,50,000/- each with accrued interest shall be given to respondent no. 1 - Sujata D. Ugale and respondent no.2 - Vijaya D. Ugale.

(b) An amount of Rs.8,00,000/- with accrued interest shall be given to respondent no.3 - Amit @ Bhavesh D. Ugale.

(c) The balance amount of Rs.1,00,000/- each with accrued interest shall be given to respondent no. 6 - Bajirao alias Balwant Gabaji Ugale and respondent no.7 – Sou. Gangubai Bajirao alias Balwant Ugale.

The aforesaid amount be credited in the bank accounts of the respective respondents.

6. In view of the recitals of the consent terms, the appeal is disposed of.

7. Court fees be refunded as per Rules.

8. Statutory deposit of Rs.25,000/- be transferred to the M.A.C.T.,Nashik. The appellant - insurer is at liberty to withdraw the same.

(PRITHVIRAJ K. CHAVAN, J.)