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

FIRST APPEAL NO. 363 OF 2019

Bajaj Alliance General Insurance Co. Ltd.,
Pune

...Appellant

Versus

Smt. Asha Kisan Jadhav & ors.

...Respondents

Ms. Yogita Deshmukh Chitnis, for the Applicant/Appellant.
Ms. Riddhi Natekar, h/f Yuvraj Narvankar, for the Respondent
nos.1 and 2/original claimants.

CORAM: N. J. JAMADAR, J.

DATED : 6th OCTOBER, 2021

PC:-

1. Heard Ms. Deshmukh-Chitnis, the learned Counsel for the appellant and Ms. Natekar, the learned Counsel for respondent nos.1 and 2 – original claimants.
2. The learned Counsel for the appellant and the learned Counsel for respondent nos.1 and 2 make a joint statement that the appellant and respondent nos.1 and 2 have amicably settled the claim and Consent Terms have been executed. A copy of the Consent Terms is tendered before the Court.
3. Respondent nos.1 and 2 – the original claimants are present before the Court.
4. The authorised signatory of the appellant is also present.

5. The parties admit the contents of the Consent Terms and their signatures thereon. Respondent nos.1 and 2 – original claimants, upon being inquired, submitted that they have voluntarily agreed to settle the dispute for the amount of compensation mentioned in the Consent Terms and there is no coercion or duress. The Consent Terms are taken on record and marked 'X' for identification.

6. Paragraphs 1, 3, 4, 5 and 6 of the Consent Terms are read as under:

“1. The Respondent nos.1 and 2 have jointly agreed and accept payment of Rs.6,53,000/- (Rupees Six Lakhs Fifty Three thousand only) to them as full and final settlement of their claim preferred in Motor Accident Claim Petition No.468 of 2014 in the Motor Accident Claim Tribunal, Pune and the said claim is declared as satisfied.

3. The Appellant Insu. Co. has already deposited the entire award amount with proportionate interest totaling to Rs.11,23,581/- (Rupees Eleven lakhs Twenty Three Thousand Five Hundred and Eighty One Rupees only) before the Motor Accident Claims Tribunal, Pune. The Respondent nos.1 and 2 had been allowed to withdraw 30% of the total amount deposited in the Tribunal in view of the order dated 1/03/19 passed in the Hon'ble High Court: Smt. Anuja Prabhudessai J) in Civil Application (St) No.7414/18 filed for withdraw of amount. In view of the same, the respondent no.1 has withdrawn Rs.3,57,365/- and the respondent no.2 has withdrawn Rs.1,19,122. Meaning thereby, Rs.4,76,487/- out of Rs.6,53,000/- has already been withdrawn. Now, out of the agreed amount Rs.1,76,513 (Rupees One Lakh Seventy-six Thousand Five Hundred and Thirteen only) is remaining/ pending for withdrawal in the Motor Accident Claims Tribunal, Pune.

4. The Appellant has no objection if the respondent nos.1 and 2 jointly withdraw amount of Rs.1,76,513 (Rupees One Lakh Seventy Six Thousand Five Hundred and Thirteen Only) towards full and final settlement as stated in clause (3) above.

5. The Resp.Nos.1 and 2 hereby give 'No Objection' to refund of remaining / excess amount of Rs.4,70,581/- (Rupees Four Lakh Seventy Thousand Five Hundred and Eighty One only) and accrued interest if any thereon, by

Motor Accident Claims Tribunal, Pune, to the Appellant Insu. Company.

6. The Statutory Amount of Rs.25,000/- deposited before High Court be refunded to the Appellant Insurance Company. The Court fees be refunded to the Appellant Insurance Company as per Rules.”

7. In view of the settlement of the dispute, the appeal stands partly allowed in accordance with the Consent Terms ('X').

8. The impugned award passed by the learned Member, MACT, Pune, stands modified in accordance with the Consent Terms ('X').

9. The Consent Terms ('X') shall form part and parcel of the award.

10. Award be drawn up accordingly.

[N. J. JAMADAR, J.]