

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

**FIRST APPEAL NO.522 OF 2021
WITH
INTERIM APPLICATION NO.1086 OF 2021**

The New India Insurance Co. Ltd. ...Appellant
vs.
Subhedar Pralhad Sahani and Another ...Respondent

Mr. Rajesh Kanojia i/b. Res Juris, for the Appellant
Mr. Pritesh Bohade, for Respondent No. 1.
Mr. Subhedar Pralhad Sahani, the Respondent No. 1 present.

CORAM : N. J. JAMADAR, J.
DATE : DECEMBER 22, 2021

P.C.:

- . Heard the learned counsel for the parties.
2. Learned counsel for the parties make a joint statement that in the intervening period, the parties have amicably settled the dispute and arrived at the consent terms.
3. Consent terms are tendered. Consent terms are signed by the respondent No. 1- original claimant and authorized signatory of the appellant. The parties are identified by their respective counsels.
4. The respondent No. 1 – original claimant is present before the Court. He admits the contents of consent terms and execution thereof. Upon being specifically inquired, the respondent No. 1 – original claimant submits that he is agreeable to the terms as incorporated in clause (a) to (c) of paragraph 3 of the consent

terms.

6. The consent terms are thus taken on record and marked "X" for identification.

7. It appears that respondent No. 1 has voluntarily settled the dispute with the appellant and there is no coercion and duress.

8. In view of the aforesaid submission and statement, the appeal stands allowed in accordance with the consent terms.

9. The impugned award stands modified in accordance with the consent terms.

10. The statutory deposit of Rs. 25,000/- along with interest if any, be remitted back to the Tribunal.

11. The appellant is entitled to refund the Court fees in accordance with the rules.

12. Award be drawn.

13. Consent terms (Exh.X) shall form part and parcel of the award.

(N. J. JAMADAR, J.)