

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

**FIRST APPEAL (ST.) NO. 31306 OF 2019
WITH
INTERIM APPLICATION NO. 4014 OF 2019
WITH
INTERIM APPLICATION NO. 4015 OF 2019**

The Divisional Officer
The New India Insurance Co. Ltd.

...Appellant/
Applicant

Versus

Miradevi Santosh Bhart @ Krupashankar
Prasad & Ors.

...Respondents

Mr. Rajesh Kanojia, for the Appellant/Applicant.

Mr. Pritesh Bohade, for the Respondent Nos. 1 to 5.

Smt. Miradevi and Chhaya Bharti, Present in Court.

**CORAM : N. J. JAMADAR, J.
DATE : 23rd DECEMBER, 2021.**

P.C.:

1. Heard the learned counsel for the parties.
2. The learned counsel for the appellant-applicant and the respondent Nos. 1 & 2 have tendered the consent terms.
3. The respondent No.1, who is the mother of respondent Nos. 2 & 3, is present before the Court. The consent terms are signed by the authorised signatory of the appellant and the respondent Nos.1, 4 & 5. The parties are identified by their respective counsels.

4. The respondent No.1, upon being specifically inquired, submits that, she is agreeable to the terms of the settlement as incorporated in the consent terms. She admits the contents of the consent terms and execution thereof.

5. In view of the aforesaid submissions, the consent terms are taken on record and marked "X" for identification.

6. Paragraph Nos. 3 & 4 of the consent terms read as under :-

“ 3] The Appellant has deposited an amount of Rs. 13,50,237/- before the Ld. MACT, Nashik,

4] The respondent no.1 has entered into this settlement for herself and on behalf of her minor children for the welfare of the Respondent no.2 and 3.

THUS, THE PARTIES TO THE CONSENT TERMS HEREBY AGREE AS FOLLOWS:

a) The Respondent no.1 is entitled to receive an amount of Rs.12,75,237/- (Rupees Twelve Lakhs Seventy Five Thousand Two Hundred and Thirty Seven Only) along with the proportionate accrued interest, if any, lying with the Ld. MACT Nashik.

b) The Appellants are entitled to receive an amount of Rs.75,000/- (Rupees Seventy Five Thousand Only) along with the proportionate accrued interest, if any, lying with the Ld. MACT Nashik.

c) That the Respondent no.1 to 5 shall not claim any monies or file any proceedings/suits/any other litigation against the appellant in any Court/tribunal/forums etc. For recovery of monies in respect of compensation which is the subject matter of MACP no.309/2016 and Execution Application, if any filed by them.

d) The First Appeal no.(L) 31306/2019 stands disposed off in terms of consent terms along with all the Civil Applications pending before this Hon'ble Court.

e) That, the Registrar of the Hon'ble High Court be directed to transfer the statutory deposit of Rs.25,000/- along with accrued interest, if any, to the Ld. MACT. Nashik."

7. Since, the learned member of the Tribunal had made specific apportionment of the amount in favour of respondent Nos. 1 to 5, the deduction in the amount of compensation, on account of aforesaid consent terms, shall operate only against the share of respondent No.1 Miradevi. It implies that the amount of Rs.75,000/- which is agreed to be returned to the appellant-insurer, along with interest accrued thereon, shall be deducted from the share of respondent No.1 alone.

8. Subject to the aforesaid clarification, the appeal stands allowed in accordance with the consent terms "X".

9. The award passed by the Tribunal stands modified in accordance with the consent terms 'X' with a further rider that the amount of Rs.75,000/- and the interest accrued thereon, to be refunded to the appellant, shall be only from the amount of compensation falling to the share of Respondent No.1 - Miradevi.
10. The tribunal shall pay the amount falling to the shares of respective claimants in terms of the award passed by the Tribunal, subject to aforesaid modification, upon proper identification and in accordance with Rules.
11. The Statutory deposit be remitted back to the Tribunal.
12. The appellant is entitled to refund of Court fees in accordance with Rules.
13. Award be drawn accordingly.
14. The consent terms shall form part and parcel of the award, subject to the modification as regards the deduction of the amount of Rs.75,000/- and interest accrued thereon from the amount falling to the share of respondent No.1 Miradevi alone.
15. In view of the disposal of the appeal, the pending Interim applications do not survive and stand disposed of.

(N. J. JAMADAR, J.)