Niti

IN THE HIGH COURT OF BOMBAY AT GOA

FIRST APPEAL NO.19 OF 2016

The New India Assurance Co. Ltd.
Velho Building, 3rd Floor, Panaji-Goa.
Through its Divisional Manager,
Rishika Ojha.

...Appellant

Versus

1. Mrs. Sharada D. Devidas,
48 years, r/o House No.06,
Tale, Pale, Bicholim, Goa.

2. Miss Bhakti D. Devidas,
28 years, r/o House No.06,
Tale, Pale, Bicholim, Goa.

3. Dattaprasad D. Devidas,
28 years, r/o House No.06,
Tale, Pale, Bicholim, Goa.

4. Miss Shruti D. Devidas,
Minor aged 22 years,
Represented by her guardian
ad-litem Her mother
Sharada D. Devidas
r/o House No.06, Tale, Pale,
Bicholim, Goa.

5. Santosh P. Naik Mandrekar
(since deceased)
Represented by his legal
representatives

5.(a) Satish P. Naik Mandrekar,
(since deceased)
Major in age, r/o Bhamai,

Pale, Bicholim Goa.
Represented by his legal
representatives 5(b) to 5(d).

5.(b) Sangeeta P. Naik Mandrekar,
Major in age, r/o Bhamai, Pale,
Bicholim-Goa.

5.(c) Varsha P. Naik Mandrekar,
Major in age, r/o Bhamai, Pale,
Bicholim-Goa.

5.(d) Minaxi P. Naik Mandrekar,
Major in age, r/o Bhamai, Pale,
Bicholim-Goa.

6. M/s. Chowgule Company Ltd.
Chowgule House
Mormugao Harbour, Goa. …Respondents

Mr. E. Afonso, *Advocate for the Appellant.*
Mr. J. Godinho with Mr. Manoj Zalmi, *Advocates for Respondent Nos.1 to 4.*

CORAM: M.S. SONAK, J.

DATED: 18th February 2022

ORAL JUDGMENT :

1. Heard Mr. E. Afonso, learned Counsel for the appellant, and Mr. J. Godinho, learned Counsel for the claimants.

2. This matter was heard for some time and the learned Counsel for the parties did refer to some earlier attempts at settlement of the matter. Upon the suggestion of this Court as to why the matter cannot be settled even at this stage, the learned Counsel for the parties, on instructions from their parties, stated that even now some settlement is possible.

3. After some discussions/negotiations, the learned Counsel for the parties agreed that the total compensation, in this case, can be determined at ₹11,00,000/-. However, from this amount, ₹50,000/- that was already paid earlier will have to be deducted. Further, the amount of ₹7,38,000/- that the respondent/ claimants have already withdrawn will also have to be deducted. This leaves a balance amount of ₹3,12,000/- that will now have to be paid to the claimants in full and final settlement of the claims.

4. Learned Counsel for the parties agree that the respondents/ claimants can now withdraw the amount of ₹3,12,000/- from out of the amount already deposited by the Insurance Company before the MACT and the balance amount can be withdrawn by the Insurance Company. The learned counsel stated that the amount deposited before the MACT is more than ₹3,12,000/- and therefore there can be no difficulty in allowing the Appellant to withdraw the amount of ₹50,000/- deposited by it in this Court at the stage of the institution of First Appeal No.311/2008 and the present First Appeal, i.e. First Appeal No.19/2016. Such withdrawal with interest accrued, if any, on this amount is, therefore, allowed.

5. The interest that may have accrued on the deposited amounts, after excluding the amount of ₹3,12,000/- that can now be withdrawn by the respondents/claimants, will also have to be refunded to the Insurance Company.

6. The aforesaid means that the respondents/claimants will now be entitled to withdraw an additional amount of ₹3,12,000/- from out of the amounts deposited by the Insurance Company. The balance amount together with accrued interest thereon will have to be refunded to the Insurance Company.

7. According to me, the aforesaid settlement is quite fair in the circumstances of the present case and since the parties have agreed to the same, this appeal is disposed of in the aforesaid terms.

8. Mr. Godinho points out that even earlier the parties whom he represents had given the written proposal for settlement to the Insurance Company and, perhaps, if that had been accepted at that stage, the interest of both parties would have been greatly protected. However, he now states that settlement on the aforesaid lines is agreeable.

9. The MACT should facilitate the withdrawals at the earliest. The parties will have to indicate their bank accounts so that the amounts can be transferred to their respective bank accounts at the earliest.

10. This appeal is disposed of by consent in the aforesaid terms. There shall be no order for costs.

M.S. SONAK, J.