

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

**FIRST APPEAL NO.1188 OF 2019
WITH
CIVIL APPLICATION NO.1229 OF 2016
IN
FIRST APPEAL NO.1188 OF 2019**

The New India Assurance Co. Ltd. ...Appellant/ Applicant

Versus

Arvind Krishna Yuvala and Ors. ...Respondents

...

Ms Poonam Mittal for the Appellant.

Mr. Soumin Saha, Administrative Officer of the Appellant, present.

Mr. Nikhil Wadikar with Mr. Faiza Shaikh and Mr. Malhar Pawar i/b.

Mr. Nandu Pawar for the Respondents.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 18th NOVEMBER, 2022.

P.C. :-

1. The Appellant -Insurance Company had filed this appeal under Section 173 of the Motor Vehicles Act assailing judgment dated 16/04/2014 passed by the Claims Tribunal, Satara in M.A.C.P No.164 of 2008.

2. During the pendency of the appeal, parties have arrived at amicable settlement. Consent terms have been placed on record, which read thus:-

“1) The Appellant have filed the above Appeal challenging the award of the Trial Court i.e. the MACT Court at Satara in MACT No.164/2008. The ground of quantum of compensation & other grounds, more particularly set out in the Appeal.

2) The Appellant insurance company have already deposited Rs.15,54,994/- with interest in the Trial Court against the awarded amount of Rs.11,30,000/-.

3) The Appellants submit that the Respondent Nos.1 to 3 /Original Claimant has withdrawn amount of Rs.8 lacs till date.

4) The Appellant and the Respondent No.1 to 3 i.e. the Original Claimants have decided to settle the claim in the above Appeal upon the terms and conditions set out herein below:

(a) The Respondent No.1 to 3 hereby agrees to waive the Rs.2,82,741/- and the interest accrued on the amount of Rs.2,82,741/- till date, in case of FDR by the Court. The said amount be paid to Appellants with interest accrued till date.

(b) The Respondent Nos.1 to 3 will be entitled to

Rs.12,72,253/- with interest till date. (Rupees Twelve Lacs Seventy -Two Thousand Two Hundred and Fifty-Three Only) plus the interest accrued thereon on the amount of Rs.12,72,253/- till date, in case the Hon'ble Court has kept the said amount in FDRs.

(c) It is further agreed between both the parties that the Insurance Company should also be entitled to interest on Rs.2,82,741/- that might have accrued till date.

(d) In view of the above, the Insurance Company have agreed to allow the Respondent Nos.1 to 3 the Original Claimants to withdraw rest of the decretal amount with interest accrued thereon till date.

(e) It is agreed between both the Parties that the Insurance Company is entitled to get refund of Rs.2,82,741/- and the interest accrued thereon only till date from the Trial Court i.e. MACT Satara and therefore the Insurance Company will have no objection to Respondent Nos.1 to 3 Original Claimant to withdraw rest/balance of the decretal amount with interest accrued thereon till date from the Trial

Court.

(f) The Respondent Nos.1 to 3 shall not claim any further interest and/or enhancement of claim either against the Appellant or Opp. Party No.4 i.e. owner of the vehicle.

(g) The Respondent Nos.1 to 3/Original Claimants accept the above terms and conditions on his own willingly and without any coercion/pressure since he is in dire need of money.

3. The consent terms are signed by the authorised signatory of the Appellant-Insurance Company and by Respondent Nos.1 to 3, original Claimants. Parties are present before the Court. They have identified their signatures and confirmed the contents of the consent terms. Consent terms are taken on record and marked 'X' for identification.

4. The Appeal is disposed of as per the consent terms.

5. Compensation of Rs.12,72,253/- with interest be paid to Respondent Nos.1 to 3-original Claimants in equal proportion. An

amount of Rs.2,82,741/- with proportionate interest accrued thereon be refunded to the Appellant-Insurance Company.

6. Statutory deposit be transferred to MACT, Satara.
7. Court fees as permissible under the rules be refunded.
8. Pending application (s), if any, stand (s) disposed of in view of disposal of the appeal.

(SMT. ANUJA PRABHUDESSAI, J.)