

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FIRST APPEAL NO.1048 OF 2018

Bajaj Allianz General Insurance .. Appellant
Company Ltd.

Versus

Prakash Raghunath Jadhav & Ors. .. Respondents

...

Ms.Yogita Deshmukh Chitnis for the Appellant.

Mr.Rajesh Patil with Jeenal Upadhyay for the Respondents.

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CORAM: BHARATI DANGRE, J.

DATED : 15th MARCH, 2022

P.C:-

1. The parties have effected a settlement and the consent terms drawn under the signature of the claimant No.1-Prakash Raghunath Jadhav, who is personally present in the Court, alongwith his Advocate and under the signatures of the authorised officer of the Insurance Company and their counsel, are placed on record. They are marked as 'X' for identification. I have specifically inquired from Mr.Prakash Raghunath Jadhav, who has been identified by the Sheristedar and he states that he was permitted to withdraw an amount of Rs.8,64,976/- and, since, he is in need of money, he is entering into consent terms, which make him entitle for a further sum of Rs.5,50,024/-. Thus, he is entitled for Rs.14,15,000/- as

against the judgment of the Tribunal, which had awarded a sum of Rs.13,41,342/- alongwith interest at the rate of 6% p.a.. The claimant states that he has signed the consent terms, after being made aware of the consequence that his entire claim is settled at Rs.14,15,000/- and he shall not be entitled for anything more than that.

2. In the wake of the consent terms being entered into, the respondent/claimant is held entitled to withdraw a further sum of Rs.5,50,024/- deposited before the MACT,Khed. As far as the remaining amount deposited before the Tribunal is concerned, it shall be refunded to the Insurance Company alongwith the interest accrued thereupon. Further, the statutory amount, deposited in this Court, shall be transferred to the Tribunal for it being appropriated by the Insurance Company.

If the Insurance Company is eligible for refund of court fees, the same shall be refunded as per rules.

3. The First Appeal stands disposed off in terms of the consent terms.

4. The parties to act upon the authenticated copy of the order.

(SMT. BHARATI DANGRE, J.)