

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FIRST APPEAL NO.1054 OF 2018

Bajaj Allianz General Insurance .. Appellant
Company Ltd.

Versus

Kishori Kishor Surve & Ors. .. Respondents

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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 settled the dispute in the First Appeal and, accordingly, consent terms are placed on record, which are marked as 'X' for identification. The consent terms are signed by claimant Nos.1, 2 and 3 as well as their counsel. The claimants are present in the Court and their identity is established by the Sheristedar through their Aadhar cards, which are produced in original. The photo-copies of the Aadhar cards are also annexed to the consent terms.

2. The Insurance Company and respondent Nos. 1 to 4 i.e. original claimants have settled the discord and the claimants have agreed to accept the sum of Rs.16,00,000/- towards full and final settlement of the entire claim in the wake of the

judgment of the MACT, Khed in MACP No.34 of 2012. The consent terms record that since claimant No.4 had already withdrawn her entire share of the amount, the remaining amount shall now be appropriated by claimant Nos.1 to 3 and it shall be deposited in their respective bank accounts, mentioned in the consent terms.

3. In the wake of the settlement, since the claimants have agreed that full and final settlement of compensation is Rs.16,00,000/- and they shall be paid an amount of Rs.8,04,210/- alongwith the interest accruing thereupon, the remaining amount deposited before the Tribunal shall be appropriated by the Insurance Company alongwith the interest accrued on that portion. As far as the statutory amount is concerned, the same shall be refunded back by this Court to the Tribunal, which shall be paid to the Insurance Company.

If the court fees deserve a refund as per rules, the Registry is directed to process the claim of refund of fees.

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

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

(SMT. BHARATI DANGRE, J.)