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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BEFORE THE NATIONAL LOK ADALAT
FIRST APPEAL NO. 1256 OF 2022**

The New India Assurance Co.Ltd.Appellant

The New India Assurance Building
87, M.G.Road, Fort, Mumbai-400 001

vs.

1. Santosh Devappa BhandareRespondents

Age- 36 years
Residing at Nency Munsli Chawl
Chandiwali, Sakivihar Road
Powai, Mumbai-400 072

2. SMS Taxi Cabs Pvt Ltd
Having Office at 151-15th Floor
B Wing, Mittal Compound
Nariman Point, Mumbai 400 021

Mr. D.R. Mahadik, Advocate for the Appellant.

Ms Pratima Naik, Advocate for Respondent No. 1.

Ms. Lata Iyer, Chief Manager – New India Assurance Co. Ltd.

Mr Santosh Devappa Bhandare – Respondent No. 1 – present.

RAJESHWARI
RAMESH
PILLAI
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by RAJESHWARI
RAMESH PILLAI
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**CORAM : Gauri Godse, J.
Head of the Panel
: H.M.Bhosale,
Registrar, Judicial II
: P.A.Patki,
Deputy Registrar,
A Civil Br. & PIO**

DATE : 12th November 2022

P.C.

1. Learned counsel appearing for the parties have tendered Consent Terms. Consent Terms is taken on record and marked 'X' for identification with today's date. We have perused the consent terms. Consent Terms are proper. Consent Terms are signed by Respondent No. 1, authorised representative of the Insurance Company and by their respective Advocates. Authorised representative of Appellant as well as Respondent No.1 are present in court. Parties present are identified by their respective Advocates.
2. Clause 3 of the consent terms states that the payment is agreed to be made by the Appellant on behalf of the Appellant as well as Respondent No.2.
3. Clause 7 of the consent terms states that the Appellant shall deposit the entire amount as agreed in Clause 1, in the MACT-Mumbai within a period of four weeks from today. The undertaking made in Clause 7 is accepted.

4. As per clause 2, Respondent No.1 – Original Claimant is permitted to withdraw the amount that will be deposited by the Appellant as agreed in the consent terms.
5. Statutory amount lying in this court to be transferred to MACT, Mumbai with accrued interest.
6. First Appeal is disposed in terms of the consent terms. No order as to costs.
7. By consent the impugned judgment and award stands modified in terms of the consent terms. Decree to be drawn up accordingly.
8. Refund of court fees permitted, as per law.
9. In view of the consent terms all pending Applications stand disposed of as infructuous.
10. First Appeal to be listed before the next Lok Adalat for reporting compliance of deposit of amount and withdrawal of amount.
11. All parties and the concerned Tribunal to act on the authenticated copy of this Order.

P.A.Patki
Member

H.M.Bhosale
Member

Gauri Godse, J.
Head of the Panel