

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FIRST APPEAL NO.259 OF 2017

Reliance General Insurance Co. Ltd. .. Appellant
through it's Manager Amit Ashwini
Sharma

Versus

Niru Soma Pawar & Ors. .. Respondents

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Mr.Rajesh Kanojia i/b Res Juris for the Appellant.

Mr.Manoj M. Badgujar for the Respondent Nos.1, 5 and 6.

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CORAM: BHARATI DANGRE, J.

DATED : 18th APRIL, 2022

P.C:-

1. The First Appeal deserves, disposal in terms of the consent terms filed on record. The terms of settlement are signed by the authorised representative for the appellant as well as the learned counsel for the appellant. On the other hand, respondent No.1 has put her thumb impression for herself as well as for her minor children respondent Nos.3 and 4. Respondent No.2, who is also her daughter, has attained majority and has signed the consent terms. Further, the consent terms are inked by the heirs of respondent No.5-Bapu Mithaya Pawar, father of the deceased who has expired and, therefore, his legal heirs were permitted to be brought on record, being his sons and daughter.

2. The consent terms tendered across the bar alongwith the photocopies of the Aadhar Cards is accepted and marked 'X' for identification. The identity of the signatories is established on the basis of their Aadhar Cards, being produced in original, by the Court Sheristedar.

3. The consent terms specifically record that the award came to be granted in favour of the claimants to the tune of Rs.19,70,000/- alongwith interest at the rate of 8% p.a. from the date of petition till it's realization.

4. The appellant deposited an amount of Rs.23,96,224/- before the M.A.C.T. at Silvassa and the claimants were permitted to withdraw 50% of the compensation vide order dated 11/12/2018 passed by this Court.

Out of the remaining amount, which is lying before the M.A.C.T., the settlement is to the effect that the appellant shall withdraw an amount of Rs.1,25,000/- and the remaining amount shall be permitted to be appropriated amongst the claimants and the manner in which it shall be appropriated is set out in para (b) of the consent terms. The consent terms, further states that, respondent Nos.1 to 6 shall not claim any monies or file any proceedings/suits/any other litigation against the appellant in any court/tribunal/forums etc. for recovery of monies in respect of compensation which is the subject matter of MACP No.51/2014.

5. In the wake of the aforesaid consent terms, being arrived at, the First Appeal stands disposed off.

6. The statutory deposit of Rs.25,000/- shall be remitted to the Tribunal and it shall be permitted to be appropriated by the appellant.

(SMT. BHARATI DANGRE, J.)