

Santosh

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

BEFORE THE NATIONAL LOK ADALAT

CIVIL APPLICATION NO. 4041 OF 2015

WITH

CIVIL APPLICATION NO. 4043 OF 2015

IN

FIRST APPEAL (ST) NO. 28670 OF 2015

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Reliance General Insurance Co. Ltd.

through its Manager Mr. Amit Ashwini
Sharma

...Applicant/
Appellant

Versus

Mr. Keshto Gopal Dey (Deceased) through

Mrs. Supriya Nandi and ors.

...Respondents

Mrs. Deepika Prabala, i/b Res Juris, for the Applicant/
Appellant.

Mr. Nitesh Mohite, i/b Deepak More, for Respondent nos.4
& 5.

Mr. Yogesh Pande, for Respondent nos.1(a) and 2(a).

CORAM: N. J. JAMADAR, J
V. R. KACHARE, Registrar (Jud-I)
D. M. MATA, Dy. Registrar
(Legal and Research)

DATED: 12th MARCH, 2022

PC:-

1. Heard Mrs. Prabala, the learned Counsel for the appellants - applicants and the learned Counsel for respondent nos.1A and 2A.

2. Keshto Gopal Dey and Kalpana Keshto Dey – original claimants / respondent nos.1 and 2 have passed away. Applicant no.1(a) Mrs. Supriya Nandi and applicant no.2(a) Malabika Nandy are impleaded as the legal representatives of respondent no.1 Keshto and respondent no.2 Kalpana, respectively, though both Mrs. Supriya and Mrs. Malabika are the daughters of Keshto and Kalpana. In effect, Mrs. Supriya and Mrs. Malbika are legal representatives of deceased respondent no.1 Keshto and respondent no.2 Kalpana.

3. The learned Counsels submit that the parties have amicably settled the dispute. Consent Terms are tendered. Consent Terms are executed by the authorised representative of the appellant – insurer and respondent no.1A Supriya Nandi. A letter of Authority is annexed to the Consent Terms, wherein respondent no.2A Malabika Nandy is shown to have authorised respondent no.1A Mrs. Supriya Nandi to execute the Consent Terms.

4. Mrs. Supriya Nandi is present before the Court. She admits the contents of the Consent Terms and execution thereof. She is identified by the learned Counsel for

respondent nos.1A and 2A. Consent Terms appear to have been executed voluntarily. Consent Terms are taken on record and marked "X" for identification.

5. The Consent Terms ("X") provide that respondent nos.1A and 2A waive off a sum of Rs.70,000/- and, consequently, the appellant would be entitled to withdraw the said amount of Rs.70,000/-.

6. Since respondent no.2A Malabika Nandy is not present before the Court, we deem it appropriate to direct that the amount of Rs.70,000/- to be refunded to the appellant shall be deducted from the share of respondent no.1A Supriya Nandi alone.

7. The appeal, thus, stands allowed in accordance with the Consent Terms ("X") subject to the aforesaid modification.

8. The impugned award stands modified in accordance with the Consent Terms ("X").

9. Award be drawn accordingly.

10. Court fee refund, if any, be made as per Rule.

11. Statutory deposit be remitted back to the jurisdictional Tribunal.

12. The Tribunal shall permit the parties to withdraw the amount in accordance with the Consent Terms ("X").

13. The amount of Rs.9,68,839/- along with accrued interest be paid in equal share to respondent no.1A Supriya Nandi and respondent no.2A Malabika Nandy.

14. We reiterate that no deduction shall be made from the amount payable to respondent no.2A Malabika Nandy.

15. In view of disposal of the Appeal, the applications do not survive and accordingly stand disposed of.

(D. M. MATA)

(V. R. KACHARE)

(N. J. JAMADAR, J.)