

Santosh

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
BEFORE THE NATIONAL LOK ADALAT**

FIRST APPEAL NO. 76 OF 2019

Reliance General Insurance Co. Ltd. ...Appellant

Versus

Smt. Vimal Gajanan Nalawade & ors. ...Respondents

Mrs. Poonam Mittal, for the Appellant.

Mr. S. S. Vidyarthi, for Respondent nos.1 to 5.

**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 the learned counsels for the parties.
2. The appellant and respondents have arrived at an amicable settlement of the dispute.
3. Consent terms are tendered before the Court.
4. Respondent nos.1 to 5 – original claimants are present before the Court. They admit the contents of the Consent Terms and execution thereof.
5. Respondent nos.4 and 5/original claimants have executed a special Power of Attorney in favour of respondent

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no.1 - claimant no.1, their mother, authorizing her to enter into settlement on their behalf, copies of which are annexed to the Consent Terms. Consent terms appeared to have been executed voluntarily. Consent terms are taken on record and marked "X" for identification.

6. The appeal, thus, stands allowed in accordance with the Consent Terms ("X").

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

8. Award be drawn accordingly.

9. Court fees refund, if any, be made as per Rule.

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

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

(D. M. MATA)

(V. R. KACHARE)

(N. J. JAMADAR, J.)