

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

FIRST APPEAL NO.93 OF 2023

ICICI Lombard General Insurance Co. Ltd. ...Appellant
Versus
Digambar Gopinath Satavalekar
And Ors. ...Respondents

**WITH
INTERIM APPLICATION NO.15118 OF 2023**

Digambar Gopinath Satavalekar
And Ors. ...Appellants
Versus
ICICI Lombard General Insurance Co. Ltd.
Mumbai And Anr. ...Respondents

Ms. Varsha Chavan for the Appellant.
Mr. Nitin Deshpande for Respondent Nos. 1 to 4.
Digambar Gopinath Satavalekar Respondent No.1 Present in Person.
Sukesha Digambar Satavalekar Respondent No.2 Present in Person.
Mihir Digambar Satavalekar Respondent No.3 Present in Person.
Mangala Gopinath Satavalekar through Power of Attorney
Digambar Gopinath Satavalekar Present in Person.

CORAM : RAJESH S. PATIL, J.

DATED : 25 OCTOBER, 2023

PC.:

1. The parties have entered into Consent Terms dated 30 October, 2022. The Consent Terms are taken on record and marked as 'X' for identification. For ease of reference the Consent Terms are scanned and reproduced herein below :-

X) *Tendant in court*
RFA
21/07/2023

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

District : Pune

FIRST APPEAL NO. 93 of 2023
IN
MACT APPLICATION NO. 384 of 2018 at Pune

ICICI Lombard GIC LTD, ... Appellants

v/s

Digamber Gopinath Satvalekar & ors ... Respondents

CONSENT TERMS

It is agreed by and between the parties :

1. The Respondent No. 1 to 4 hereinabove had filed an application bearing Application No. 384 of 2018 under section 166 of the Motor Vehicles Act, 1988 for recovery of compensation against Respondent No. 5 and the Appellants, before the Motor Accidents Claims Tribunal at Pune.
2. The Learned Member of the Tribunal, after going through the evidence, held that the appellant and Respondent No. 5 were jointly and severally liable to pay compensation of Rs. 78,11,236/- together with interest @ 9 % p.a. from the date of application till realization.



3. Being aggrieved by the said judgment and award dated 5th May 2022, the Appellant filed an appeal before this Hon'ble High Court.
4. The appellant insurance company has deposited a sum of Rs. 1,10,21,746/- before MACT, Pune pursuant to order dated 11th January 2023 passed by His Lordship Justice Mr. Amit Borkar.
5. The appellant insurance company has deposited a sum of Rs. 25,000/- before this Hon'ble Court pursuant to the provisions of section 173 of the M. V. Act, 1988.
6. The appellant insurance company has not adjusted the amount of Rs. 25,000/- deposited by it at the time of depositing the decretal amount.
7. The parties have now arrived at a settlement. It is agreed by and between the parties that out of Rs. 1,10,21,746/- deposited by the appellant insurance company, an amount of Rs. 97,00,000/- will be paid to Respondent Nos 1 to 4 (original claimants) in full and final settlement of the claim. The balance amount together with accumulated interest thereon, if any, shall be paid to the appellant insurance company. Both parties shall make necessary applications before Motor Accident Claims Tribunal at Pune.
8. Rs. 25,000/- deposited by the Appellant in this Hon'ble Court being a pre-requisite under Section 173 of Motor Vehicles Act



be refunded to the Appellant with interest, if any, accrued thereon and the said amount be transferred to the Motor Accident Claims Tribunal at Pune. The appellant shall make necessary application before Motor Accident Claims Tribunal at Pune for withdrawal of the amount of Rs. 25000/-.

9. The Respondent No. 4 is 92 years old. She is therefore not in a position to attend this Hon'ble Court or attend Motor Accident Claims Tribunal at Pune. Hence, her power of attorney holder Mr. Digambar Satvalkar is signing on her behalf. An attested copy of the power of attorney is attached to this consent terms for the purposes of identification. Her constituted attorney may be permitted to sign on her behalf.

10. It is further prayed that because of her age, the compensation apportioned to her may be permitted to be withdrawn by her constituted attorney before the MACT, Pune.

11. The Respondent Nos 1 to 4 (claimants) agree that they shall not file any appeal or any other proceedings seeking enhancement of compensation as granted to them by MACT, Pune, nor have they filed any appeal before this court. If they have filed an appeal or any other proceedings before any court, the same shall stand withdrawn by virtue of this consent terms.

12. The Court Fees paid by the appellant while preferring First Appeal be refunded to the appellant as per rules in force.



13. The impugned Judgment and Award dated 5th May 2022 passed by the Learned Motor Accident Claims Tribunal, Pune in M.A.C.T. Application No. 384 of 2018 shall stand modified to the above extent.

14. The above First Appeal stands disposed off in terms of this Consent Terms with no order as to costs.

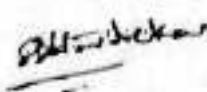
Place: Mumbai

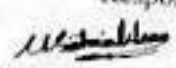
Dated this 3rd day of October 2022

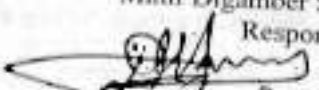

LOMBARD GIC LTD.
 For Appellant
 1st Floor, Office No. 203,
 Block House No. 18, Coway Road
 Street Opp. Akbar Ali Furniture,
 Fort, Mumbai-400 001.

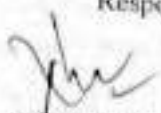
 Advocate for Appellant


 Digamber Gopinath Satavalekar
 Respondent No.1


 Sukesha Digamber Satavalekar
 Respondent No. 2


 Mihir Digamber Satavalekar
 Respondent No. 3


 P. O. A Holder for
 Mangala Gopinath Satavalekar
 Respondent No. 4


 Advocate for Respondent

2. Learned Counsel for the Parties state that their clients have signed Consent Terms in their presence and they identify signatures of respective parties. Both the Counsels state that they have explained to the signatories and the signatories have signed the Consent Terms after understanding the contents.

3. Counsel for the Respondents state that Respondent Nos.1 to 3 are also present in Court and he identifies his clients.

4. Appeal stands disposed in terms of Consent Terms dated 30 October, 2022. All statements are accepted as undertaking to Court.

5. The Respondents/Original Claimants are permitted to withdraw a sum of Rs.97,00,000/-, from the MACT Pune. Rest of amount along with accrued interest is allowed to be withdrawn by Appellant/Insurance Company from MACT Pune.

6. The sum of Rs.25,000/- deposited by the Appellant/Insurance Company be transferred along with accrued interest to MACT Pune. After the amount is transferred to MACT Pune the same is allowed to be withdrawn by the Appellant/Insurance Company.

7. Refund of Court fees as per rule, to Appellant/Insurance Company.
8. All the concerned to act on authenticated copy of this Order.
9. The certified copy of this Order and Consent Terms dated 30 October, 2022 are hereby expedited.
10. Record and Proceedings received by this Court should be returned back to the concerned MACT.
11. Parties will cooperate with each other for disposal of Darkhast proceedings.

(RAJESH S. PATIL, J.)