

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

FIRST APPEAL NO. 1274 OF 2014

The New India Assurance Company Limited ...Appellant

Versus

Shri Chandrakant K. Shetty & Anr. ...Respondents

....

Mr. Devendra Joshi for the Appellant.

Ms. Swati Mehta for the Respondent No.1

....

**CORAM : RAJESH S. PATIL, J.
(HEAD OF THE PANEL)**

**S.R. AGRAWAL,
REGISTRAR (JUDICIAL-II) MEMBER**

**R.V. WANWADI,
DEPUTY REGISTRAR (INSPECTION)
MEMBER**

DATED : 30th APRIL 2023

P.C.:

1. Appellants as well as Respondent No.1 have entered into consent terms dated 30th April 2023. The consent terms signed by these parties is taken on record and marked “X” for identification. Mr.Joshi and Ms.Swati Mehta state that the parties have signed in their presence and they identify their signatures. Both state that they have explained to the signatories and the signatories have signed the consent terms after

understanding the contents. For ease of reference the consent terms are scanned and reproduced herein below :-

Consent: Rajesh S. Badli (MLN)
Dated 30/04/2023

X
R/SK
30/4/2023

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 APPELLATE SIDE CIVIL JURISDICTION
FIRST APPEAL NO. 1274 OF 2014

DISTRICT: MUMBAI

The New India Assurance Co. Ltd. ...Appellant

VERSUS

1. Chandrakant K. Shetty
 2. Murtuza N. Naregal ...Respondents

CONSENT TERMS

1. The original Respondent No.1 had filed application being M.A.C.P. No.716 of 2006 under Section 166 of the Motor Vehicles Act 1988 before Motor Accident Claims Tribunal Mumbai claiming the compensation in respect of injuries sustained by him in a motor vehicular accident. The said claim, after contest, was allowed by Judgment & Award dated 16/01/2014 passed by Motor Accident Claims Tribunal Mumbai in M.A.C.P. No.716 of 2006, directing the Appellant Insurer to pay compensation to the tune of Rs.7,50,000/- with interest @ 7.50% per annum from the date of application.
2. The Appellant Insurer has preferred aforesaid First Appeal taking exception to the said Judgment and the same is pending before this Honourable High Court.
3. The Appellant and the Respondent No.1 had meetings for negotiations and settlement of dispute once for all through their Advocates wherein the parties have reached an amicable settlement out of the court. In terms of the stay order granted by this



Honourable Court, the Appellant has already deposited entire decretal amount before the learned Tribunal to the tune of Rs.11,09,315/- on 27/11/2014. The Claimant has already withdrawn an amount of Rs.6,50,000/- from the deposited amount as per the order of this Honourable Court.

4. The Respondent No.1 Claimant agrees to waive an amount of Rs.1,50,000/- from the principle amount awarded by the Tribunal along with interest accrued thereon till date in addition to the principle amount and he shall be entitled to withdraw the balance amount lying with the Tribunal as & by way of full & final settlement of his claim inclusive of the amounts already withdrawn by them earlier. The amount of Rs.25,000/- deposited under Section 173 of the Motor Vehicles Act 1988 at the time of filing First Appeal will be transferred to the learned Tribunal & will be given to the Claimant.

5. The Respondent No.1 confirm that he has not filed & he will not file any proceedings of whatsoever nature against the Appellant in respect of the said claim. In view of the above, the impugned Judgment and Award dated 16/01/2014 passed by Motor Accident Claims Tribunal Mumbai in M.A.C.P. No.716 of 2006 stands modified and the claim of the Respondent No.1 (original Claimant) stands fully satisfied in aforesaid terms and he undertakes not to make any further claim against the Appellant. The Claim Application filed by the present Respondent No.1 before the Tribunal as well as the aforesaid First Appeal with all pending Civil Applications therein stands disposed off in terms of the present Consent Terms. The Appellant shall be entitled to refund



of Court Fees as per Rules. The Decree to be drawn up accordingly.

6. The Respondent No.1 declares that he has been explained the contents of the present Consent Terms in vernacular language by his Advocate and he confirms the contents of the same to be true & correct and he has no grievance about the present settlement.

High Court, Mumbai.

This 30th day of April 2023.

 **B. N. BORO**
C.M. & R.O. In-Charge
Mumbai Legal Hub-810000
New India Assurance Co. Ltd.
The Appellant

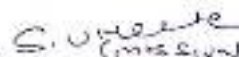
Identified by me,


Devendranath S. Joshi
Advocate for the Appellant



Chandrakant K. Shetty
The Respondent No.1

Identified by me,


(Udaykumar Mehta)
Udaykumar Mehta
Advocate for Resp. No.1

2 Both counsels state that all the signatories are also present in Court and identify their respective clients.

3 Order in terms of consent terms. Appeal stands disposed in terms of consent terms dated 30th April 2023. All statements are accepted as undertaking to Court. All undertakings are also accepted.

4. Refund of Court Fees, if any, as per rules.

5 All parties to act on authenticated copy of this order.

(R.V. WANWADI)
Dy. Registrar (Inspection)
& Member

(S.R. AGRAWAL)
Registrar (Judicial-II)
& Member

(RAJESH S. PATIL, J.)
Head of the Panel