

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

FIRST APPEAL NO. 286 OF 2022
WITH
INTERIM APPLICATION NO.1564 OF 2023
IN
FIRST APPEAL NO. 286 OF 2022

The New India Assurance Co. Ltd	...Appellant
<i>Versus</i>	
Charuhas Shantaram Hadkar and Anr	...Respondents

Ms. Deepika Prabula i/b. Res Juris, *for the Appellant.*

Saumen S. Vidyarthi a/w. Ishita Bhole a/w. Shasvat Vidyarthi, *for Respondent No.1.*

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

**V.V. KATHARE
REGISTRAR (VIGILANCE-II)
MEMBER**

**D.V. KUTE,
DEPUTY REGISTRAR
(PERSONNEL), MEMBER**

DATED : 9 DECEMBER 2023

P.C.:

1. Appellants as well as Respondent No1 have entered into the consent terms dated 9 December 2023. The consent terms signed by these parties is taken on record and is marked “X” for identification. Ms.Deepika Prabula and Saumen S. Vidyarthi, the learned counsel state that the parties have signed in their presence and they identify their signatures. Both the learned counsel state that they have explained to the signatories and the signatories have signed the consent terms after understanding the contents. For ease of references, the Consent Terms are scanned and reproduced herein below :-

Filed in Court on 9/12/2023
and marked as 'X'

X
RP. 286
9/12/23

1
7/12/23

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FIRST APPEAL NO. 286 OF 2022

IN
M.A.C.P NO. 2577 OF 2012

DISTRICT: MUMBAI

The New India Assurance Co. Ltd.,)
New India Bhavan, 34/38, Bank street)
Mumbai - 400 023)... Appellant
(Opponent no.2)

VERSUS

1. Charuhas Shantaram Hadkar)
Aged about 56 years)
Residing at Bungalow no. 1, Tejas Garden,)
CTS no. 149, Adarsh Nagar, Ganesh Chowk)
Kandivali (West), Mumbai - 400 067)
2. Sanjay Gosavi Patil)
At and post - Poynad, Tal - Alibaug)
Dist- Raigad, Maharashtra)
(owner of motorcycle no. MH-06 X-1111)... Respondents

(Present Respondent No. 1 being original applicant and
Respondent No. 2 being opponent no.1)

Charles S. Hadkar

Sh. 2

Sh. 2

Sh. 2

CONSENT TERMS

TO,
THE HON'BLE THE CHIEF JUSTICE AND
THE HON'BLE PUISNE JUDGES OF THE
HON'BLE HIGH COURT AT BOMBAY

MOST RESPECTFULLY SHEWETH:

1. The aforesaid Appeal has been preferred assailing the award dated 22.10.2019, passed by Ld. Motor Accident Claims Tribunal, Mumbai in Motor Accident Claim Petition No. 2577 of 2012, whereby the Ld. Tribunal has awarded an amount of Rs. 7,25,170/- along with interest @ 8 % p.a. from the date of application till realization.
2. The Respondent no.1 is the original claimant who had claimed compensation for injuries sustained by her in the motor accident dated 27.09.2012. The Respondent no. 2 is the owner/insured of the vehicle.
3. The Appellant has deposited an amount of Rs. 12,13,865/- before the Ld. MACT, Mumbai in compliance of stay order dated 08.12.2021 passed by this Hon'ble Court.

Chandrashekhar S. Haldar
Chandrashekhar S. Haldar

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4. The Respondent No. 2 is a formal party to the proceedings and hence his signature is not obtained on the consent terms. The present consent terms have been entered into between Appellant and the Respondent no. 1, terms of which are mentioned below.

**THE PARTIES TO THE CONSENT TERMS HEREBY
AGREE AS FOLLOWS:**

1. The Respondent no. 1 may be permitted to withdraw an amount of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) from the aforesaid deposited amount lying with the Ld. MACT, Mumbai. The said amount is towards full and final settlement of the claim.
2. The Appellant may be permitted to withdraw an amount of Rs. 13,865/- (Rupees Thirteen Thousand Eight Hundred and Sixty Five Only) from the aforesaid deposited amount lying with the Ld. MACT, Mumbai. The Appellant may also be permitted to withdraw only the interest amount (accrued on the deposited amount of Rs. 12,13,865/-) from the date of deposit till the date of realization.
3. That the Respondent No. 1 shall not claim any monies or file any proceedings/suits/any other litigation against the Appellant in any

[Signature]
Chandrasekhar

[Signature]

[Signature]

[Signature]

Court/Tribunal/Forums etc. for recovery of monies in respect of compensation which is the subject matter of MACP No. 2577 of 2012 and Execution Application, if any.

4. The aforesaid First Appeal may be disposed off in terms of consent terms along with all the Interim Applications pending before this Hon'ble Court.
5. That the statutory deposit of Rs. 25,000/- along with accrued interest, if any, may be refunded in favour of the Appellant.
6. That, suitable order in respect of refund of court fees may be passed in favour of the Appellant.

This consent terms is filed on 9th day of December, 2023.

[Signature]
RES JURIS
Advocates for Appellant



New India Insurance Co. Ltd.
Appellant
Anjali Mehrotra
Lata Jigar

[Signature]
Respondent No. 1

[Signature]
Advocate for Respondent no. 1

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

3 Appeal stands disposed in terms of the consent terms dated 9 December 2023. All statements are accepted as an undertaking to this Court. All undertakings are also accepted.

4. The Statutory amount of Rs.25,000/- with accrued interest be remitted back to the Parties. The Statutory amount be remitted back to the jurisdictional Tribunal and the Tribunal shall permit the Appellant Insurance Company to withdraw the amount.

4 All parties to act on the authenticated copy of this order.

5 Civil application/interim application, if any, are also disposed off.

(D.V. KUTE)
Deputy Registrar
& Member

(V.V. KATHARE)
Registrar (Vigilance-II)
& Member

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