

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

**FIRST APPEAL (STAMP) NO.23109 OF 2018
WITH
CIVIL APPLICATION NO.428 OF 2019
IN
FIRST APPEAL (STAMP) NO.23109 OF 2018**

Dhapubai Sindhunath Rathod & Anr.Appellant/Applicant

Versus

Chitra Krishnan & Anr.

....Respondents

Mr. Avinash M. Gokhale for the Appellant/ Applicant.
Ms. Varsha Chavan for Respondent No.2-ICICI Lombard Gen.
Ins. Co. Ltd.
Ms. Antima Tiwari, Officer ICICI Lombard Gen. Ins. Co. Ltd.
(Respondent No.2) present in Court.

**CORAM : SANDEEP V. MARNE, J.
D.S. DESHMUKH, REGISTRAR
(INSPECTION-II) & MEMBER &
V. A. SATHE, O.S.D., At CPC**

DATE : 11TH FEBRUARY, 2023.

P.C. :

1. Heard the learned Counsel for the parties.
Ms. Chavan, the learned Counsel filed Vakalatnama on
behalf of Respondent No.2. The same is taken on record.
- 2 The learned Counsel for the parties tendered
Consent Terms before the National Lok Adalat. Consent

Terms signed by the representative of the Insurance Company (Respondent No.2) and Appellant Nos.1 and 2 who also present in the Lok Adalat. They are identified by their respective Advocates. The Appellants/Applicants and Respondent No.2 are agreed the contents of the Consent Terms and execution thereof. Consent Terms appear to have been executed voluntarily. Consent Terms are taken on record and marked 'X' for identification.

3 The First Appeal stands disposed of in terms of Consent Terms. The impugned Award stands modified in accordance with the Consent Terms. No order as to costs. Award be drawn accordingly.

4 Refund of court fees, if any, be made as per rules.

5 Statutory deposit lying in this Court be remitted back to the jurisdictional Tribunal. The Tribunal shall permit the parties to withdraw the amount in accordance with the Consent Terms.

(V. A. SATHE) (D.S. DESHMUKH) (SANDEEP V. MARNE, J.)
(Legal & Research) & Registrar (Inspection-II) & Head of the Panel
Member Member