

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.1727 OF 2019
WITH
CIVIL APPLICATION NO.615 OF 2019

Shriram General Insurance Company Ltd. ... Appellant

V/s.

Ramkhilavan Panchram Jaiswar and Anr. ... Respondents

Mr. Nikhil Mehta i/b KMC Legal Venture for the Appellant.
Adv. G. P. Khan, Advocate for the Respondents.

CORAM : RAJESH S. PATIL, J.

DATED : 18 OCTOBER 2023

P.C.:

1. The learned counsel for the parties tenders a copy of consent terms dated 9 September 2023. The consent terms signed by the parties is taken on record and marked “X” for identification. Mr. Mehta and Mr. Khan state that their respective parties have signed in their presence and they identify their signatures. Both state that they have explained to the signatories the contents of Consent Terms 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 :-

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 1727 OF 2019

SHRIRAM General Insurance Company Limited

] Appellant

Vs.

Ramkhalavan Panchram Jaiswar & Another.

] Respondents

CONSENT TERMS

1. The Appellant and Respondent Nos. 1 agree and confirm that the impugned order dated 24.01.2018 passed in WCA Application No: 586/C-144/2014 is valid and binding on the parties. The Appellant has deposited a sum of Rs. 5,09,377/- in the Labour Court @ Bandra, Mumbai, to entail filing of the above First Appeal which under the provisions of Section 30 of the Workmen's Compensation Act, 1923. Now the concerned parties have arrived at a amicable settlement with regard to the distribution of the aforesaid amount and accrued interest thereon.
2. The Appellant and Respondent Nos. 1 have agreed that the aforesaid amount of Rs. 5,09,377/- along with accrued interest thereon be distributed amongst them as follows:
 - a) Out of the amount of Rs. 5,09,377/- and accrued interest accrued thereon, an amount of Rs. 96,967/- only shall be paid to the Appellant.
 - b) The entire balance amount shall be paid over to the Respondent No:1 herein.
3. Upon payment of above amounts to the respected parties, all disputes between the parties shall stand settled and neither of the parties shall have any claim

[Signature]

[Signature]

[Signature]
21/12/2019

against the each other. The Appeal as against the Respondent No:2 shall stand dismissed which immediately on the filing of the present Consent Terms.

4. The Labour Court @ Bandra, Mumbai is directed to act upon an authenticated copy of the Order approving these Consent terms and to disburse the above amounts within one week of the said order/consent terms being filed with the Labour Court @ Bandra, Mumbai.
5. The present Consent Terms have been signed by the parties herein and their respective Advocates. The authority letter dated 08/9/23 executed by the Appellants in favor of Mr. Atish Goyathle, the Legal Manager of the Consent Terms is also attached to the present Consent Terms.
6. Appeal disposed of in the above terms with no order as to costs.

Dated this 9th day of Sept. 2023

~~KMC Legal Venture~~
~~Partners~~
Advocates for the Appellant

For Appellant
Through Mr. Atish Goyathle
Legal Manager

G.P. Pham
G.P. Pham
Advocates for the Respondent No:1

राम खिलवान
Respondent No:1
Ramkhilavan Panchrum Jaiswar

2. Both counsels state that all the signatories are also present in Court and they identify their respective clients.
3. The Registry of Labour Court at Bandra, Mumbai should allow the Appellant / Insurance Company to withdraw for sum of Rs.96,967/-.
4. The balance amount as deposited by the Appellant / Insurance Company to be transferred to the bank account of Respondent No.1 (Ramkhilavan Panchram Jaiswar), along with accrued interest. Registry to see that the amount is transferred in the bank account of Respondent No.1 (Ramkhilavan Panchram Jaiswar).
5. All the parties to act on an authenticated copy of this order.
6. The First Appeal is disposed of in terms of consent terms. Consequently, Civil/Interim Application, if any, are also disposed of.

(RAJESH S. PATIL, J.)