

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

FIRST APPEAL NO.1606 OF 2012

The New India Assurance Company Limited ... Appellant
Vs.
Rama Hiranman Gaikwad and ors. ... Respondents

Mr.S.M.Dange, Advocate for the Appellant.
Ms.Kiran Yadav i/by Mr.A.M.Gokhale, Advocates for the Respondents
No.1 to 3.

**CORAM : ABHAY AHUJA, J.
DATE : 17 AUGUST, 2023.**

P.C. :

1. When the matter is called out, both the learned counsel tender across the Bar Consent Terms dated 17th August, 2023 duly signed by the constituted attorney of the Appellant/ Insurance Company as well as the Claimants/ Respondents (which signatories are present in court) as well as the learned Counsel submitting that the dispute has been settled.

2. Mr.Dange, learned counsel for the Appellant would submit that out of the amount that has been deposited in Motor Accident Claims Tribunal, Pune, the Appellant/Insurance Company would withdraw only

Rs.25,000/- and the balance amount would be withdrawn by the Respondents No.1 to 3 as mentioned in the Consent Terms.

3. The Consent Terms are taken on record and marked "X" for the purposes of identification. The undertakings in the Consent Terms are accepted as undertakings to the court.

4. The statutory deposit lying in the High Court is directed to be transferred alongwith interest to Motor Accident Claims Tribunal, Pune.

5. The First Appeal stands disposed in the above terms. Refund of court fees as per rules.

(ABHAY AHUJA, J.)