

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

FIRST APPEAL NO.69 OF 2011

The Oriental Insurance Co. Ltd. ...Appellant

Versus

Syamraj Gajananrao Supekar 7 Anr. ...Respondents

WITH

FIRST APPEAL NO.1025 OF 2012

Syamraj Gajananrao Supekar 7 Anr. ...Appellant

Versus

The Oriental Insurance Co. Ltd. ...Respondents

Mrs. S. S. Dwivedi for Appellant FA/69/2011 & Respondent No.2
in FA/1025/2012

Mr. Suresh M. Payak for Appellant in FA/1025/2012 and
Respondent No.2 in FA/69/2011

Ms. Dyanada. Avhad, Assistant Manager Oriented Insurance Co.
Ltd.

**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. Mentioned.
2. Not on board. Taken on board.

3. Learned counsel for the Appellant in First Appeal No.69 of 2011 seeks leave to withdraw the present Appeal as parties were entered into the settlement. Mr. S. M. Payak appearing for Appellant in First Appeal No.1025 of 2012 submits that his client agree to settle the matter and they are tendering the consent terms.

4. Leave as prayed for is granted. The Appeal is therefore dismissed as withdrawn .

5. Court fees to be refunded as per rules.

6. The mandatory deposit, shall also be refunded in accordance with the relevant Rules as also as per provisions of law.

7. Learned counsel for Appellant-Insurance Company in First Appeal No.69 of 2011 seeks leave to withdraw the present Appeal. As parties have entered into consent terms, Mr. S. M. Payak appearing for Appellant in First Appeal No. 1025 of 2012 submits that his client agree to settle the matter as per the tendered consent terms.

8. Appellants as well as Respondent No.2 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.

Mrs. S. S. Dwivedi and Mr. Suresh M. Payak, 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 :-

X
K.A.K.
9/11/12

Filed in Court on 9/11/12
and marked as 'X'

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FIRST APPEAL No. 69 OF 2011

District: Thane

Oriental Insurance Co. Ltd. ... Appellant

:- VERSUS :-

Shyamraj G Supekar & ors. ... Respondents.

With

District: Thane

FIRST APPEAL No. 1025 OF 2012

Shyamraj G Supekar... Appellant

:- VERSUS :-

1. Mehta Road line
2 Oriental Insurance Co. Ltd. ... Respondents.

CONSENT TERMS

1. The Claimant (Shyamraj G Supekar) had filed application being M.A.C.P. No 272/2002 under Section 166 of the Motor Vehicles Act 1988 before Motor Accident Claims Tribunal at Kalyan claiming compensation in respect of the death of Ms. Rita Supekar in a motor vehicular accident on 21.8.2002.

Sd/-
Sd/-
Sd/-

2. The Claim Petition was allowed vide Judgment and Award dated 8th October 2009 directing the appellant (Oriental Insurance Co. Ltd.) to pay compensation to the tune of Rs. 5,90,112/- inclusive of NFI, with interest @ 6 % per annum from 21.12.2002.
3. The Appellant (Oriental Insurance Co. Ltd.) has preferred First Appeal no.69 of 2011 and Claimant (Shyamraj G Supakar) has preferred Appeal No. 1025 of 2012 taking exception to the said Judgment and the same is pending before this Honorable High Court.
4. During the pendency of the aforesaid Appeal, the Insurer and the claimant had meetings for negotiations and settlement of dispute once for all wherein the parties have reached to an amicable settlement out of the court.
5. The Appellant (Oriental Insurance Company) deposited amount of Rs. 8,15,687/- with MAC1 Kalyan pursuant to stay order passed on 6.8.2010 in Civil Application No.2948/2010. The claimant has withdrawn 50% of the deposited amount pursuant to the order dated 22.4.2014 in Civil Application No. 945 of 2014.

Amol
G. Supakar

Shyamraj

G. Supakar

6. The Appellant (Oriental Insurance Co. Ltd.) and claimant (Shyamraj G. Supekar) is ready and willing to accept the order dated 8.10.2009 passed in MACP NO. 272 of 2002 at Kalyan and both parties does not desire to proceed with their respective Appeal before This Hon'ble High Court.
7. The claimant (Shyamraj G. Supekar) have withdrawn 50% of the deposited amount from the MACT Kalyan Court and 50% was invested and lying at MACT Kalyan Court. The claimant (Shyamraj G. Supekar) will withdraw the amount from the MACT Kalyan court towards full and final settlement of the compensation.
8. The claimant (Shyamraj G. Supekar) will withdraw the said amount without production of succession certificate.
9. The claimant (Shyamraj G. Supekar) will withdraw Appeal No. 1025 of 2012 and will be entitled for refund of court fees as per rule.
10. The Oriental Insurance Company (Appellant) will withdraw Appeal no. 65 of 2011 and will be entitled for refund of court fees as per rule.

Shyamraj G. Supekar
Shyamraj G. Supekar

Shyamraj G. Supekar
Shyamraj G. Supekar

11. The Oriental Insurance Company has deposited Rs.25,000/- on 9.4.2010 towards statutory deposit at the time of filing of Appeal no. 69 of 2011 before this Hon'ble High Court.
12. This Hon'ble High Court be pleased to allow the Oriental Insurance Co. Ltd. to withdraw the statutory deposit of Rs.25,000/- in Appeal no. 69 of 2011 along with accrued interest from This Hon'ble High Court.
13. The claimant (Shyantraj G Supekar) shall have no further claims whatsoever against Oriental Insurance Co. Ltd. in any Court/Tribunal/Forum/Judicial/Quasi-Judicial Authority in India with respect to death of Late Mrs. Rita Supekar on 21.8.2002.
14. In view of the above, the impugned Judgment and Award dated 8.10.2009 passed by Learned Motor Accident Tribunal, Kalyan stands modified and the claim of the original Claimants stands fully satisfied against the claimant (Shyantraj G Supekar). The Claim Application filed by the Appellant/Claimants before the Tribunal as well as the aforesaid First Appeal with Civil Applications therein filed

Shyantraj G. Supekar
Shyantraj G. Supekar

Shyantraj G. Supekar
Shyantraj G. Supekar

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by the present Appellant stands disposed of in terms of the present Consent Terms.

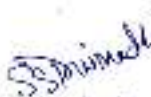
15. The Decree to be drawn up accordingly.

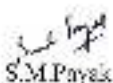
For the Oriental Ins. Co. Ltd.
Dated this 11th day of
Oriental Insurance Co. Ltd.
Appellant


Shyamraj G. Sapekar
Respondent no.1

Identified by me:

Explained, Interpreted
& identified by me


S.S. Dwivedi
Advocate for the Appellant


S.M. Payak
Advocate for the Respondent no.1



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

10. Refund of Court Fees as per rules to Appellant-Insurance Company in First Appeal No.69 of 2011. Statutory deposit with accrued interest is also allowed to be withdrawn by the Insurance Company. Refund of Court Fees as per rules in First Appeal No.1025 of 2012 to the Original Claimant-Appellant.

10. 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.

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

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

(D.V. KUTE)
Member

(V.V. KATHARE)
Member

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