

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

FIRST APPEAL NO.790 OF 2017

The New India Assurance Co. Ltd.Appellant

Versus

Prasad Prakash Shirke & Anr.Respondents

Mr. Devendranath S. Joshi for the Appellant.

Mr. T.J. Mendon for Respondent No.1.

Mr. B.N. Boro, C.M. & R.O. In-Charge Mumbai Legal Hub of Appellant-Assurance Co. 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. The learned Counsel for the parties tendered Consent Terms before the National Lok Adalat.

2 Mr. B.N. Boro, representative of Appellant/Assurance Company is present in Court. It is submitted that Respondent No.1 is the only contesting party. Respondent No.1 is unable to remain present on account of health problem as he is bed ridden. Therefore, he has appointed

the representative and executed special power of attorney in favour of her mother Pratibha Prakash Shirke (on behalf of Respondent No.1) who has signed Consent Terms and who is present in Court. Parties present are identified by their respective Advocates. They admit 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 as '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. Award be drawn accordingly.

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

5 Statutory deposit 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) & Member	Registrar (Inspection-II) & Member	Head of the Panel