

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

BEFORE THE NATIONAL LOK ADALAT

**FIRST APPEAL (ST) NO. 3263 OF 2024
WITH
INTERIM APPLICATION NO. 6357 OF 2024
WITH
INTERIM APPLICATION NO. 6356 OF 2024
IN
FIRST APPEAL (ST) NO. 3263 OF 2024**

The New India Assurance Company Ltd. - Thane ...Appellant

Vs.

Smt. Rashmi Atul Kumar Bhargava and Ors. ...Respondents

Mr.Sandeep S. Jinsiwale – Advocate a/w Mrs.Lata Iyer – Deputy General
Manger for Appellant - New India Assurance Company Ltd.
Mr.Satish J. Tiwari – Advocate for Respondent Nos.1 and 2.

**CORAM : S. M. MODAK J.
[HEAD OF THE PANEL]
V. V. KATHARE
REGISTRAR (VIGILANCE-II)
MEMBER
S. N. PHAD
DEPUTY REGISTRAR
MEMBER**

DATED : 03rd MARCH, 2024

P.C. :-

1. The Appellant and Respondents are present along with their Respective Advocates.
2. The Appellant has filed '*consent terms*' marked Article – A. It is duly signed by the respective parties and identified by their respective Advocates. The Respondents have also filed on record copy of Aadhar card and PAN card as proof of identification. The Aadhar card and Pan card are marked at Article – B & C respectively. For ready reference, the '*consent terms*' are scanned and reproduced herein below :-

CORAM: J. M. M. J. J.
 By V. V. V. V.
 & S. N. P. N.

At 10/03/2024
 --rendered in the Court
 Marked 'A'

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 3263 OF 2024

DIST: THANE

THE NEW INDIA ASSURANCE CO. LTD.]
 Having Office at: Thane Legal Hub, W201,]
 2ND FLOOR, Pinak Galaxy, off Ghodbandur]
 Road, Kapurbuwadi Junction opp. Big Bazar,]
 Thane (w) through Legal Hub, New India]
 Assurance Building, 87, M.G. Road, Fort,]
 Mumbai-400 001.]

---APPELLANT.

VERSUS

1. Smt. Rashmi Atul Kumar Bhargava,]
 Aged about 50 years, Occ: Housewife.]
2. Khushi Atul Kumar Bhargava,]
 Aged about 19 years, Occ: Education,]
 Both flat: H. No. 341, Sector 4A, Awas]
 Vikas Colony, Lohia Mandi Road, Bodla]
 Agra, Agra Uttar Pradesh-282007.]
3. M/s. Vinit Tours and Travel,]
 Prop: Vinit Kumar Jagtap. Flat: 17, Gr.]
 Floor, 108, BDD Chawl, Shivram Seth]
 Anantwadi Road, Worli,]
 Mumbai 400 018.]
4. Royal Sundaram Alliance Insurance Co.]

Katargave

Atul Bhargava

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Ltd.,]
 Delphi OC wing, Room no. 201 to 204,]
 2nd floor, Hiranandni Business Park,]
 Powai, Mumbai 400 076.]
 5. Ravi Balsubramanian Nadar,]
 Row House No. E-201, Sector-21, Nerul,]
 Navi Mumbai- 400 076.] **-RESPONDENTS**

CONSENT TERMS

1. The Respondent Nos.1 and 2 (Original Claimant) had filed an application being M.A.C.P. No. 497 of 2017 before M.A.C.T, Thane, under Section 166 of the Motor Vehicles Act 1988. In the said Application the Respondent Nos.1 and 2 (Original Claimant) claimed compensation in respect of the death of Ms. Devanshi Atul Kumar Bhargava, in a motor vehicular accident. The said claim was allowed by the Judgment and Award dated 26/04/2023 passed by Motor Accident Claims Tribunal, Thane in M.A.C.P. No.497 of 2017, directing payment of compensation to the tune of Rs. 22,25,500 with interest @ 8% per annum (inclusive of NFL amount), from the date of presentation of Petition till the payment of said amount in tribunal. The Learned Tribunal, Thane consider the negligence on the part of the vehicle insured with the Appellant as 25% and accordingly directed the Appellant to pay an amount of Rs.5,56,375/-, as per the percentage of negligence.

Ravangar
Atul Kumar

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2. The Appellant (Original Opponent No. 2) Insurer has preferred aforesaid First Appeal taking exception to the said judgment and the same is pending before this Hon'ble High Court.

3. During the pendency of the aforesaid Appeal, the Appellant and the Respondent nos 1 and 2, original claimant had meetings for negotiations and settlement of dispute once for all through their Advocates wherein the parties have reached an amicable settlement out of the court.

4. The Respondent Nos.1 and 2 (Original Claimant) submitted the proposal for willingness to accept an amount of Rs.5,56,375/- + Rs. 1,90,055/- (30% less amount of total interest) + Rs. 7,383/- (Cost) = Rs. 7,53,813/-. The Appellant submits that the Appellant with a view to settle the dispute accepted the said proposal and agreed to deposit the balance amount within 6 weeks from the date of order of acceptance of this Consent Terms.

5. It is agreed that the Appellant will deposit the said amount before the Learned Tribunal Bench in the proceedings of Execution Application No. 61 of 2023 on or before and upon deposit the said amount the Respondent Nos.1 and 2 (Original Claimant) has right to withdraw the said amount. The Respondent Nos.1 and 2 (Original Claimant) has also informed to the Appellant that the Respondent no. 4 (Royal Sundaram Alliance Insurance Co. Ltd.)

R. S. Sangar

A. K. Sangar

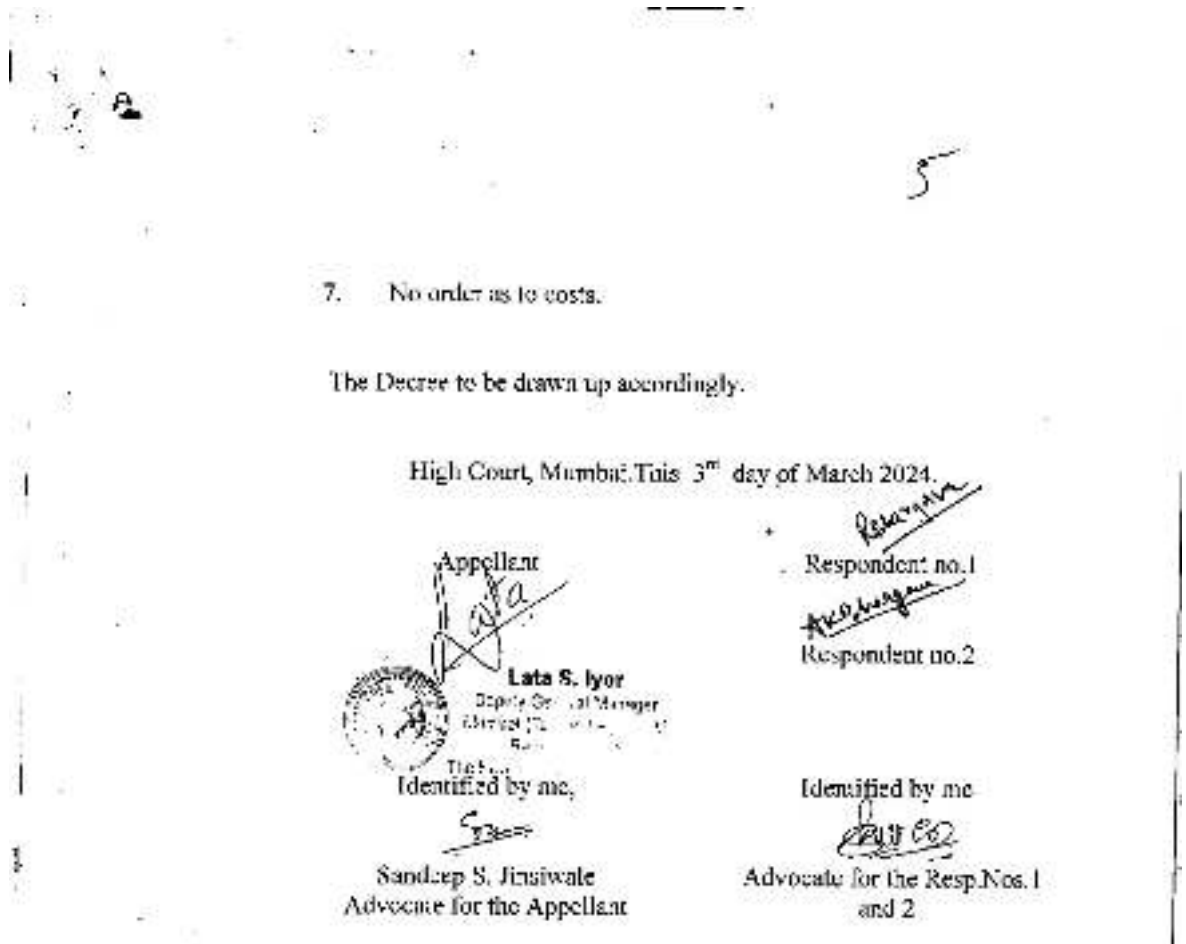
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and 5 has already paid them, their part i.e 75% of total compensation with interest.

6. The Respondent Nos.1 and 2 (Original Claimant) hereby declare that they have accepted aforesaid amount as a full and final settlement and Award dated 26/04/2023 in MACP No. 497 of 2017 and their entire claim against Appellant is fully satisfied as well as now they do not have any claim against the Appellant (New India Insurance Company) in respect of an Aforesaid Award. The Respondent Nos.1 and 2 (Original Claimant) waives their rights in respect of the balance amount payable by the Appellant to them under the Award. In view of the above, the impugned Judgment and Award dated 26/04/2023 passed by Motor Accident Claims Tribunal, Thane in M.A.C.P. No. 497 of 2017 and the claim of the Respondent nos. 1 and 2 (Original Claimants) stands fully satisfied in the aforesaid terms. The Claim Application and Execution Application filed by the present the Respondent Nos.1 and 2 (Original Claimant) before the Tribunal as well as the aforesaid First Appeal with all pending Civil Applications therein filed by the present Appellant stands disposed off in terms of the present Consent Terms. 7. The statutory amount of Rs. 25,000/- deposited with this Hon'ble High Court be transferred with accrued interest thereon to the Learned MACT Tribunal Thane in the proceedings of MACP No. 497 of 2017. The Appellant shall be entitled to refund of Court Fees as per Rules.

Retangore

Amsharyane



3. The statutory amount so deposited, be transferred to the Motor Accident Claims Tribunal ["MACT"] – Thane.
4. Accordingly, the Appeal stands disposed of in terms of the '*consent terms*' referred above.
5. The Appellant is entitled for refund of appropriate Court fees as per the Rules.
6. The '*consent terms*' shall form part of the Award. The signatories of the '*consent terms*' acknowledge the contents thereof.

7. Interim Applications, if any, are also disposed of.

[S. N. PHAD]
MEMBER

[V. V. KATHARE]
MEMBER

[S. M. MODAK J.]
HEAD OF THE PANEL