



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO. 695 OF 2021

Uddhav Pralhadrao Barsole

...Appellant

Versus

Suryakant Baburao Kamble & Ors.

...Respondents

WITH
CIVIL APPLICATION NO. 3593 OF 2019
IN
FIRST APPEAL NO. 695 OF 2021

Mr. Shirsat Suhas R., Advocate for the Appellant.
Mr. Y. K. Bobade, Advocate for Respondent Nos. 1 to 4.
Mr. S. S. Rathi, Advocate for Respondent No.6

CORAM : ABHAY J. MANTRI, J.
DATE : DECEMBER 08, 2025

PER COURT :

1. The learned counsel for the parties submitted that the appellant/ owner of the motorcycle and respondent Nos. 1 to 4, i.e., the original claimants, are present in the Court. They have settled the matter amicably between themselves out of Court. Accordingly, the learned counsel for the parties tendered across the bar the "*Consent Terms / Settlement Terms.*" The same is taken on record and marked "**X**" for identification purposes.
2. The appellant and respondent Nos. 1 to 4 have admitted the contents of the Consent Terms and their signatures thereon. Accordingly, the same have been verified, read, and recorded.

3. In paragraph Nos. 4 to 6 of the Consent Terms, it is categorically agreed that respondent Nos. 1 to 4 / original claimants are entitled to withdraw an amount of ₹ 3,00,000 towards total compensation, out of which they have already withdrawn ₹ 1,60,000/- and are ready to withdraw the balance amount of ₹ 1,40,000/- along with the proportionate accrued interest thereon. Similarly, they have agreed to permit the appellant to withdraw an amount of ₹ 55,229/- along with the proportionate accrued interest thereon.

4. In paragraph No.8 of the consent Terms, they have urged to dispose of the appeal by modifying the impugned judgment and award, accordingly.

5. The learned counsel for the parties further submitted that the respondent No.5 – Driver had already deposited 50% of his share of the compensation amount of his liability imposed on him before the learned Tribunal, and the claimants withdrew the same. Similarly, respondent No. 6, the Insurance Company, was exonerated of contractual liability by the learned Tribunal. As such, respondents Nos. 5 and 6 are formal parties to the appeal.

6. In view of the above, the learned counsel for the parties submitted that the appeal be disposed of.

7. Having considered the Consent Terms as well as the facts of the case, in my view, it would be appropriate to dispose of the appeal.

Consequently, the appeal is disposed of in terms of the Consent Terms. An award be drawn up accordingly.

8. The parties shall bear their own costs.

9. Needless to clarify that the parties are permitted to withdraw the amounts as specified in paragraph Nos. 4 to 6 of the Consent Terms, in respect of their respective shares, along with the proportionate accrued interest thereon. Needless to clarify the amount to be apportioned among the claimants equally.

10. In view of the above, pending applications, if any, also stand disposed of.

(ABHAY J. MANTRI, J.)