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IN THE HIGH COURT OF BOMBAY AT GOA
FIRST APPEAL NO.46 OF 2019

THE NEW INDIA ASSURANCE CO. LTD.,
THR. ITS AUTH. SIGNATORY, RISIKA
OJHA.,

... APPELLANT

Versus

DEVANAND GANGARAM SAWANT AND 8
ORS.,

... RESPONDENTS

Ms. Ollicia Fernandes, Advocate for the Appellant.
Ms. Sonali Nagvenkar, Advocate for the Respondents.

CORAM:- BHARATI H. DANGRE, J.

DATED :- 21st March, 2025

P.C.:

1. Being aggrieved by the Award passed in Claim Petition No. 20/2016, the Insurance Company has filed the present Appeal.
2. Under the award, the Claimants were held entitled for compensation of Rs.18,13,888/-, along with the interest @ 9% per annum, the liability of payment having been cast on Respondent No.4 and Respondent No.5.
3. Since the Appeal was dismissed by the High Court on the ground that in the absence of permission under Section 170 of the Act, Insurance Company is not entitled to raise other grounds to resist the

grounds contained under Section 149(2) of the Act, being aggrieved by the said order, the New India Assurance Co. Ltd. approached the Apex Court by filing Civil Appeal No.252/2025 and the said Appeal along with the connected Appeals was allowed on 08.01.2025, by recording that the impugned orders are not sustainable and the matters were remanded to the High Court for fresh consideration on merits leaving all the rights and contentions of the parties open. A direction is also issued that the High Court shall make every endeavour to decide the Appeals within a period of nine months from the date a copy of the order is produced before it.

4. When the Appeal is listed before me, it is jointly submitted by the Counsel for the Appellant as well as the Counsel for the Respondents, that a settlement was effected between the parties when in the Execution Proceedings filed for executing the Award, wherein consent terms were drawn and the Claimants were held entitled for payment of Rs.25,00,000/- in the manner which was set out in paragraph 4, a certified copy of the consent terms filed in the Execution Application is placed before the Court.

It is taken on record and marked as 'X' for identification.

5. The consent terms record that the Judgment Debtor No.2 i.e. the Insurance Company shall pay an amount of Rs.25,00,000/- as full and final settlement towards the Judgment and Award dated 12.01.2018

and the Judgment Debtor No.2 agreed to withdraw the Special Leave Petition before the Supreme Court of India.

Admittedly, this stipulation in the consent terms is not abided by, and the Appeal was argued on merits before the Hon'ble Apex Court and the impugned Judgment passed by the High Court which was under challenge was set aside and the matter is remanded to the High Court.

In any case, since in the wake of the settlement arrived between the parties, and this fact not being disputed by the Respondents, the First Appeal deserves a disposal.

6. Ms. Sakshi Sawant (Respondent No.2), is present before the Court and her identity is established by the learned Counsel Ms. Sonali Nagvenkar confirms that a sum of Rs.25,00,000/- is received by the Claimants.

7. In the wake of the above, since nothing survives for adjudication of the First Appeal, the same is disposed.

BHARATI H. DANGRE, J.