

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BEFORE THE NATIONAL LOK ADALAT
CIVIL APPELLATE JURISDICTION
FIRST APPEAL NO. 215 OF 2025
WITH
CIVIL APPLICATION NO. 973 OF 2012
IN
FIRST APPEAL NO. 215 OF 2025

The Oriental Insurance Co. Ltd. Appellant
V/s.
Sarfarz Ahmad Abdul Bari Khan And Anr. Respondents

Mr. Devendranath S. Joshi a/w Mr. Pradyumna S. Thakurdesai i/b Mr. Sandeep Jinsiwale, for the Appellant.

Mr. Jay Gupta, for Respondent No.1. (through V.C.)

Mrs. Dnyanada Avhad, Assistant Manager, Oriental Insurance Co. Ltd., present.

Mr. Sarfaraz Ahmad Abdul Bari Khan, Respondent No.1, in-person present.

CORAM : **SHRI. SHYAM C. CHANDAK, J.**
(HEAD OF THE PANEL)

SHRI. S.H. GWALANI,
JUDGE, CBI, COURT,
CITY CIVIL COURT, MUMBAI
(MEMBER)

SHRI. R.V. WANWADI,
DY. REGISTRAR, INSPECTION
(MEMBER)

DATE : 10th MAY, 2025

P.C. :-

. Mr. Gupta, learned Advocate for Respondent No.1, tendered the

REKHA
PRAKASH
PATIL

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REKHA PRAKASH
PATIL
Date: 2025.06.02
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Rekha Patil

Consent Terms duly signed by Respondent No.1 and Representative of the Appellant and their respective Advocates. The Consent Terms are read and verified. The same is taken on record and marked as “X”. The Consent Terms shall be part and parcel of this Order.

2) The Appeal is settled as per the Consent Terms. The Appeal stands disposed of.

3) Learned Advocate for the Respondent No.1, who appeared through V.C., states that the necessary identification proof of Respondent No.1 will be filed soon.

4) As a result, the Civil Application does not survive and stands disposed of.

(SHRI. R.V. WANWADI)
MEMBER

(SHRI. S.H. GWALANI)
MEMBER

(SHRI. SHYAM C. CHANDAK, J.)
HEAD OF THE PANEL

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 215 of 2025

IN

Application (ECA) No. 143/ C-54/2011

DISTRICT: MUMBAI

Oriental Insurance CO. Ltd)
S.B.I. Annex Building ,)
Bank Street, Mumbai)
Mahakali caves road, Andheri East)
Mumbai)Appellant
(Original opp. party no.2)

Versus

1. Sarfaraz Ahmad Abdul Bari Khan)
C/o Star Poultry Farm , Shop no 8)
Chijarpaul Chawl Opp. Model Town)
)
2. Mohd Zafar Abdulall Khan House No)
459, Chavindra Nagar)
Tal- Bhiwandi Dist- Thane)Respondents
(Present Resp no. 1 being
Org. Applicant & Resp.
no. 2 being opp. no. 1)

Dhawar

CONSENT TERMS BETWEEN
APPELLANT AND RESPONDENT NO. 1

TO,
THE HON'BLE THE CHIEF JUSTICE AND
THE HON'BLE PUISNE JUDGES OF THE
HON'BLE HIGH COURT AT BOMBAY

MOST RESPECTFULLY SHEWETH:

1. The aforesaid Appeal has been preferred assailing the award dated 01.10.2011, passed by Ld. Commissioner for Employees Compensation and Judge, Third Labour Court, Mumbai in ECA no. 143/C-54/2011, whereby the Ld. Commissioner had awarded an amount of Rs. 10,62,576/- along with interest @ 12% p.a. from the date of accident till realization and medical expenses of Rs, 1,83,515/-.
2. The Respondent No.1 is the original claimant. The present consent terms have been executed between Appellant and Respondent no. 1 and that the Respondent no. 2 is not a party to the present consent terms. Hence, the signature of Respondent no. 2 on the present consent terms is not required.
3. The Appellant had deposited an amount of Rs. 14,30,754/- on 24.05.2012 before the Ld. Commissioner for Employees



Compensation and Judge, Third Labour Court, Mumbai as a pre-condition for filing the present appeal.

**THE PARTIES TO THE CONSENT TERMS HEREBY
AGREE AS FOLLOWS:**

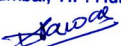
1. The Appellant and Respondent no. 1 have agreed to settle the dispute for an amount of Rs. 11,64,000/-.
2. That from the aforesaid deposited amount of Rs.14,30,754/-, the Respondent no. 1 (original claimant) shall be entitled to withdraw an amount of Rs. 11,64,000/- (Rupees Eleven Lakhs Sixty Four Thousand Only), with proportionate interest accrued thereon.
3. That from the aforesaid deposited amount of Rs. 14,30,754/-, the Appellant (insurer) shall be entitled to withdraw an amount of Rs. 2,66,754/- (Rupees Two Lakhs Sixty Six Thousand and Seven Hundred and Fifty Four Only), with proportionate interest accrued thereon.
4. That the Appellant and Respondent no 1 shall also be entitled to withdraw the interest amount proportionately accrued upon the aforesaid deposited amount of Rs. 14,30,754/- from the date of deposit i.e 24/05/2012 till the date of such withdrawal.

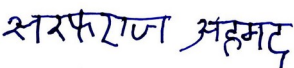


5. That the Respondent No. 1 shall not claim any monies or file any proceedings/suits/any other litigation against the Appellant in any Court/Tribunal/Forums etc. for recovery of monies in respect of compensation which is the subject matter of 143/C-54/2011.
6. The aforesaid First Appeal maybe disposed off in terms of consent terms along with all the Interim Applications, pending before this Hon'ble Court.

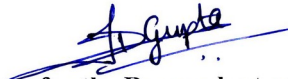
This consent terms is filed on this 10th day of April, 2025.

For The Oriental Insc. Co. Ltd.
RO II, Mumbai, T.P. Hub


Dnyanada P. Avhad
Asst. Manager
Appellant


Respondent No. 1


Sandeep Jinsiwale
Advocate for Appellant


Advocate for the Respondent no. 1