

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

**FIRST APPEAL NO. 675 OF 2024
WITH
INTERIM APPLICATION NO. 8288 OF 2025
IN
FIRST APPEAL NO. 675 OF 2024**

Arfat Yusuf Pradhan s/o. Yusuf Umer

Pradhan

.... Appellant

V/s.

Kondiba Dhondiba Gore and anr.

.... Respondents

Mr. T.R. Kale i/b. Ms. Swati U. Mehta for the Appellant.

Mr. Devendranath S. Joshi a/w. Mr. Pradyumna Thakurdesai

i/b. Ms. Sneha Dwivedi for Respondent No.2.

Mr. S.N. Dash, Deputy General Manager and Mr. Shreyash More,
Assistant Manager, 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. :-

. Not on board. Upon mentioning, taken on board.

2) Learned Advocate for the Appellant and learned Advocate for Respondent No.2 tendered the Consent Terms dated 10th May, 2025 entered into between the parties, duly signed by them and their respective Advocates. Further, they state that the present Appeal may be disposed of as per the Consent Terms.

- 3) As per the Consent Terms, the Appellant agrees to pay the Respondent No.2 a sum of Rs.7,00,000/- towards full and final settlement of the dispute. The Consent Terms are read and recorded and marked as 'X'.
- 4) The Appeal is disposed of as compromised in terms of the Consent Terms.
- 5) Award be modified and drawn according to the Consent Terms.
- 6) In view of disposal of the Appeal, Interim Application No.8288 of 2025 does not survive and stands disposed of.
- 7) Statutory deposit, if any, be transferred to the Tribunal.
- 8) Court fee, if any, be refunded as per rules.
- 9) The Consent Terms shall form part and parcel of this Order.

(SHRI. R.V. WANWADI)	(SHRI. S.H. GWALANI)	(SHRI. SHYAM C. CHANDAK, J.)
MEMBER	MEMBER	HEAD OF THE PANEL

**PREETI
HEERO
JAYANI**

Digitally signed by
PREETI HEERO
JAYANI
Date: 2025.06.03
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(501)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE CIVIL JURISDICTION
FIRST APPEAL (St.) NO. 18478 OF 2021

1
'X'DISTRICT: MUMBAI

Arafat Yusuf Pradhan S/O Yusuf Umer Pradhan ...Appellant

VERSUS

1. Kondiba Dhondiba Gore

AND

2. The New India Assurance Co. Ltd.

...Respondents

CONSENT TERMS

1. The appellant had filed application being M.A.C.P. No. 1367 of 2014 under Section 166 of the Motor Vehicles Act 1988 before Motor Accident Claims Tribunal Mumbai claiming the compensation in respect of injuries sustained by the appellant in the motor vehicular accident on 07.10.2008. The said claim, after contest, was allowed by Judgment & Award dated 11.12.2019 passed by Motor Accident Claims Tribunal Mumbai in M.A.C.P. No. 1367 of 2014, directing the Respondent No. 1 & the Respondent Insurer to pay compensation to the tune of Rs.4,52,791/- with interest @ 7.50% per annum from the date of application.

2. Our company has deposited an amount of Rs 5,91,325/-, inclusive of interest and cost before the MACT Mumbai on 17.02.2020.

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2

3. The Appellant has filed present First Appeal challenging the said Judgment & Award, for enhancement of the MACT Award.

4. Being approached by the Appellant, the Appellant & the Respondent No. 2 had meetings for negotiations & settlement of dispute once for all with the intervention of their respective Advocates wherein the parties have reached an amicable settlement out of the court.

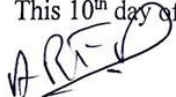
5. The Appellant and the Respondent No 2 agree to settle the claim for lump-sum amount of Rs 7,00,000/-, inclusive of interest, excluding the amount already deposited, as & by way of full & final settlement of their claim.

6. The Appellant confirms that they have not filed & they will not file any proceedings of whatsoever nature against the Respondent No 2 in respect of the said claim. In view of the above, the impugned Judgment and Award dated 11.12.2019 passed by Motor Accident Claims Tribunal Mumbai in M.A.C.P. No. 1367 of 2014 stands modified and the claim of the Appellant (original Claimant) stands fully satisfied in aforesaid terms and he undertakes not to make any further claim against the Appellant of whatsoever nature. The Claim Application filed by the Appellant before the Tribunal as well as the aforesaid First Appeal with all pending Interim Applications therein shall stand disposed of in terms of the present Consent Terms.

7. The Appellant declares that they have been explained the contents of the present Consent Terms in vernacular language (Hindi) by their Advocate and they confirm the contents of the same to be true & correct and they have no grievance about the present settlement.

High Court, Mumbai.

This 10th day of May 2025.



3

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Arafat Yusuf Pradhan
The Appellant
vs. Kalash
(S. V. Mehta Appellant
Advocate for Appellee)

For The New India Assurance Co. Ltd.
Mumbai Legal Hub

The New India Assurance Co.
Authorized Signatory
The Respondent No.2

Identified by me,

Devendranath Shrikant Joshi
(For Adv. Sneha S Dwivedi)

Advocate for the Respondent No 2