

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BEFORE THE NATIONAL LOK ADALAT

CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 2294 OF 2025

Sunanda Haribhau Khaire	..Appellant
Versus	
The New India Assurance Co. Ltd. and Anr.	..Respondents

Mr. Sanket Thorat, Mr. Sachin Suware, Mr. Yogesh Dharra and Ms. Jaya Tiwari i/b. Mr. R.R. Varma, for the Appellant.

S.S. Ghate, i/b S.S. Dwivedi, for the Respondent No.1

CORAM : RAJESH S. PATIL, J.
(HEAD OF THE PANEL)

S. R. AGRAWAL
REGISTRAR (JUDICIAL - II)

P. R. NAVALE
OSD AT JUDICIAL – I

DATE : 13.12.2025

P. C.

1. Both the learned Counsel submits that parties have amicably settled their dispute and have tendered the Consent Terms dated 13th December, 2025.

2. Both the learned Counsels state that they have explained the terms to the signatories and the signatories have signed the Consent terms after understanding the contents. Both the learned Counsels

confirm their signatures on the Consent terms and also confirm the signatures of their respective clients. They also identify the presence of their respective clients in the Lok Adalat.

3. The said Consent Terms is taken on record and marked “X” for identification purpose. The statements made in the Consent Terms are accepted as undertaking given to this Lok Adalat. All the undertakings are also accepted.

4. For ease of reference, scanned copy of the Consent Terms is reproduce herein below :-

Tondalim
Court

RPL/KL
13/12/2025. 1

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE, CIVIL JURISDICTION
FIRST APPEAL No. 2294 OF 2025

Sunanda Haribhau Khaire

...Appellant

V/s.

The New India Assurance Co. Ltd. & Anr. ...Respondents.

CONSENT TERMS

1. The Appellant filed application no. M.A.C.P No. 760 of 2012 before Learned Motor Accident Tribunal, Nashik for claiming compensation against the Respondents.
2. The Claim Petition was allowed vide Judgment and Award dated 2.1.2015, directing the Respondents to pay compensation to the tune of Rs.4,54,000/- with interest @ 9% per annum till date of realization.
3. The Respondent no.1 (New India Assurance Co. Ltd) deposited the amount and satisfied the order dated 2.1.2015 passed in MACP NO. 760 of 2012 .
4. The Appellant claimant has preferred aforesaid First Appeal for enhancement of the compensation against the Respondents.

अभि वरुण ए २०२

5. During the pendency of the aforesaid Appeal, the Appellant and the Respondent Nos. 1 had meetings for negotiations and settlement of dispute once for all wherein the parties have reached to an amicable settlement out of the court.
6. The Respondent no.1, the New India Assurance Co. Ltd shall deposit Rs.21,00,000/- (Rupees Twenty-one lakh Only) before Learned Motor Accident Tribunal, Nashik OR shall directly pay said amount of Rs.21,00,000/- (Rupees Twenty one lakhs Only) to the Appellant Sunanda Haribhau Khaire, within 6 weeks from passing of the order before Lok Adalat held on 13.12.2025.
7. The Respondent no. 1 further agrees to pay interest at rate of 5% upon failure to deposit or pay, said amount of Rs.21,00,000/- (Rupees Twenty one lakhs Only), in accordance to clause 6, hereinabove
8. The Appellant shall have no further claims whatsoever against Respondent .no.1, New India Assurance Company in any Court/ Tribunal/ Forum/ Judicial/ Quasi-Judicial Authority in India with respect to death of Late Mayur H Khaire on 15.6.2012.
9. In view of the above, the impugned Judgment and Award dated 2.1.2015 passed by Learned Motor Accident Tribunal, Nashik stands modified and the claim of the original Claimants stands fully satisfied against the Respondent no.1.

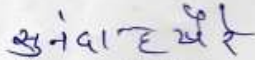
सुनंदा हारे

The Claim Application filed by the Appellant/Claimants before the Tribunal as well as the aforesaid First Appeal with Civil Applications therein filed by the present Appellant stands disposed of in terms of the present Consent Terms.

10. The Appellant is entitled to refund of court fees, as per rule.
11. The Decree to be drawn up accordingly.

Dated 13th day of December 2025

होने वाले कास्ते / For & On Behalf of
दि. न्यू इंडिया एश्योरन्स कंपनी लिमिटेड
THE NEW INDIA ASSURANCE CO. LTD.


Sunanda H Khaire
(Appellant)


विधिकृत गतिमित्र
DULY CONSTITUTED ATTORNEY (S)

The New India Assurance Co. Ltd.
(Respondent no.1)

Explained, Interpreted & identified by me


R.R. VARMA
Advocate for Appellant.


S.S.DWIVEDI
Advocate for Respondent No.1

5. The First Appeal stands disposed of in the terms of the Consent Terms.
6. Court fees, be refunded as per Rules.
7. Statutory amount to be transferred to the concerned MACT.
8. In sequel, the Interim Application, if any, also stands disposed of.

[P. R. NAVALE]
OSD AT JUDICIAL – I
MEMBER

[S. R. AGRAWAL]
REGISTRAR (JUDICIAL – II)
MEMBER

[RAJESH S. PATIL, J.]
HEAD OF THE PANEL