

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

FIRST APPEAL (STAMP) NO. 27496 OF 2024
WITH
INTERIM APPLICATION NO. 15249 OF 2024
WITH
INTERIM APPLICATION NO. 15250 OF 2024
IN
FIRST APPEAL (STAMP) NO. 27496 OF 2024

Oriental Insurance Co. Ltd. Mumbai	Appellant
Versus	
Nafis Juman Khan & Anr.	Respondents

WITH
INTERIM APPLICATION NO. 1669 OF 2025
IN
FIRST APPEAL (STAMP) NO. 27496 OF 2024

Nafis Juman Khan	Applicant
Versus	
Oriental Insurance Co. Ltd. Mumbai	Respondent

Ms. Prachi Pawar a/w Deepika Prabhala i/b Res Juris for the Appellant.
Mr. Jay D. Gupta i/b S. S. Harkulkar for Respondent No.1/Claimant.
Mrs. Dnyanada Avhad, Asstt. Manager for Oriental Insurance Company,
Present.

CORAM : M. M. SATHAYE, J.,
HEAD OF THE PANEL
GIRISH BHALCHANDRA, OSD
AT OFFICE OF BDLR, MEMBER

**D. V. KUTE, DY. REGISTRAR,
PERSONNEL, MEMBER**

DATE : 22nd MARCH, 2025

P.C. :

1. The learned counsel for the Appellant- Insurance Company and learned counsel for the Respondent No.1/ sole Claimant have jointly tendered Consent Terms dated 22nd March 2025, which are taken on record and marked 'X' for identification.
2. The Consent Terms are signed by the Authorized Representative of the Appellant, who duly identified by its Advocate, who has also signed the Consent Terms. Similarly, the Consent Terms are signed by Respondent No.1/Claimant, who is present in the Court and is duly identified by his Advocate, who has also signed the Consent Terms.
3. Respondent No.1/Claimant present in the Court, on a query by the Court, informed that he has been explained the Consent Terms and he has signed it after understanding terms and implications thereof.
4. The First Appeal and pending Application/s, if any, are disposed of in terms of Consent Terms. The Consent Terms form part of this order.
5. Refund of court fees be issued as per Rules. No costs.

(D. V. KUTE)

(GIRISH BHALCHANDRA)

(M. M. SATHAYE, J.)

Transcribed in
 book
 6/22/32

FIRST APPEAL NO. (L) 27496 OF 2024

Application (ECA) No. 265/ C-80/2021

Oriental Insurance CO. Ltd.)
 S.B.I. Annex Building ,)
 Bank Street, Mumbai)....Appellant

(Original opp. party no.2)

1. Mr. Nafis Juman Khan	)
R/a – Royal Chicken Centre	)
Shop No. 2, Mith Chawl, Dadasaheb Phalke	)
Road, Dadar (East), Mumbai.	)
2. Mrs. Saidabi Mehmood Khan	)
Room No. 17/18, 2 nd Floor, Plot 6, B Hussain	)
Colony, Dargha Street, Near Makdoom	)
Saha Baba Dargha, Mahim (W) Mumbai 016	)....Respondents

21/11/21

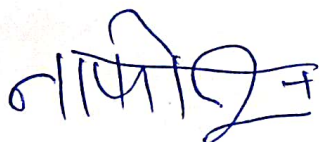
3 2
(Present Respondent no. 1 being Original Applicant
and Respondent no. 2 being opponent no. 1)

**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 11.03.2024, passed by Ld. Commissioner for Employees Compensation and Judge, Third Labour Court, Mumbai in ECA no. 265/C-80/2021, whereby the Ld. Commissioner had awarded an amount of Rs. 8,41,050/- along with interest @ 12% p.a. from the date of accident till realization.
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. 11,31,385/- on 27.06.2024 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. 9,00,000/-.
2. That from the aforesaid deposited amount of Rs. 11,31,385/-, the Respondent no. 1 (original claimant) shall be entitled to withdraw an amount of Rs. 9,00,000/- (Rupees Nine Lakhs Only).
3. That from the aforesaid deposited amount of Rs. 11,31,385/-, the Appellant (insurer) shall be entitled to withdraw an amount of Rs. 2,31,385/- (Rupees Two Lakhs Thirty One Thousand and Two Hundred and Eighty Five Only).
4. That the Appellant and Respondent no. 1 shall also be entitled to withdraw the proportionate interest amount accrued upon the aforesaid deposited amount of Rs. 11,31,385/- from the date of

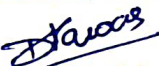


deposit i.e 27.06.2024 till the date of such withdrawal by the Appellant.

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 265/C-80/2021.
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 22nd day of March, 2025.

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


Dnyanada P. Avhad
Asst. Manager

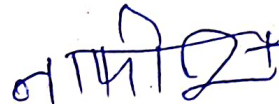
Appellant



Res Juris

Advocate for Appellant

Adv. Deepika Prabhal



Respondent No. 1



For Advocate for Respondent no. 1

FORADN - S. S. HARKULKAR

(Adv. JAY D. GUPTA)

