

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

CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 1821 OF 2025

Reliance General Insurance Co. Limited	..Appellant
Versus	
Ajay Singh Kamlesh Yadav and Ors.	..Respondents

Mr. Sayanthan Mitra, holding for Ms. Kalpana Tripathi,
for the Appellant.
Rohit Prasad and Aditya Sharma, Legal Manager of Appellant
Mr. Jainam V. Gadiya 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. Mentioned. Not on board. Taken on board.
2. This matter has been moved by way of a prapicie, seeking clarification of the directions given by earlier Lok Adalat on 10th May, 2025.
3. On 10th May, 2025, the following order was passed in the present proceeding which reads as under :-

“1) Ms. Trivedi, learned Advocate of the Appellant, Mr. Rohit Sharma, Authorized Representative of the Appellant – Insurance Company, Mr. Vanjari, learned Advocate for the Respondents and Respondent No.1 (through VC) are present and tendered Consent Terms. They stated that the dispute between the parties is settled as per the Consent Terms and the present Appeal may be disposed of as per the Consent Terms.

2) The Consent Terms are duly signed by the parties and their respective Advocates. The Consent Terms are read and recorded to the parties including Respondent No.1 who is present through VC. Mr. Vanjari, learned Advocate identified the Respondent No.1 on VC. Hence, the Consent Terms are taken on record and marked as ‘X’.

3) The Appeal is disposed of as compromised in terms of the Consent Terms.

4) Pending Applications are disposed of in view of the disposal of the Appeal.

5) Statutory deposit, if any, be transferred to the Tribunal.

6) Court fee, if any, be refunded as per Rules.

7) The Consent Terms shall form part and parcel of this Order.”

4. A copy of the Consent Terms between the Appellant and the Respondent No.1 is also attached to the prapicie. The said Consent Terms are also reproduced herein below :-

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 CIVIL APPELLATE JURISDICTION
 FIRST APPEAL NO. _____ OF 2025
 IN
 Application (ECA) No. 316/C- 73/ 2022
DISTRICT: MUMBAI

Reliance General Ins. Co. Ltd.
 Through its Authorized Representative
 Office At: 4th Floor, Chintamani Avenue,
 Next to Virvani Industrial Estate, W. Exp.
 Highway, Goregaon East, Mumbai-400063Appellant
 (Ori. Opp. Party No.2)

Versus

1. Ajay Singh Kamlesh Yadav
 Mandwa, P.O. Mandwa Bazar,
 Dist. Allhabad (U.P.)

2. Mr. Vikas M. Sharma
 Bldg. No.05, Flat No.503
 Plot no.04, Sector 9E, Kalamboji
 Tal-Panvel, Dist-Raigad-410218

(Present Respondent no.1 being original Applicant and Respondent
 no.2 being original opposite party no.1)

CONSENT TERMS BETWEEN APPELLANT AND
RESPONDENT NO.1

BH. Jayani

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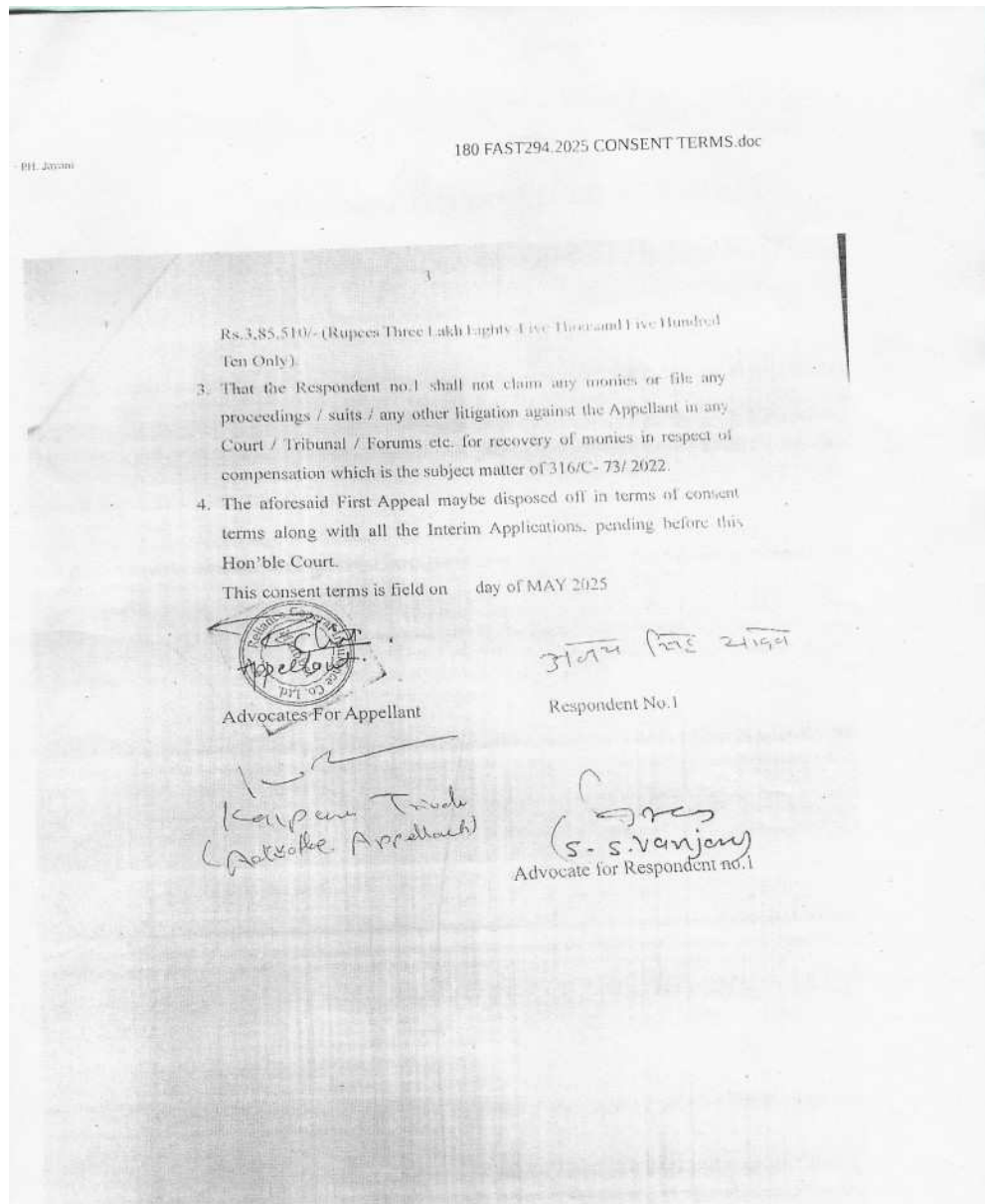
To,
**THE HON'BLE THE CHIEF JUSTICE AND
 THE HON'BLE PUISNE JUDGES OF THE
 HON'BLE HIGH COURT AT BOMBAY**

MOST RESPECTFULLY SHEWETH :

1. The aforesaid Appeal has been preferred assailing the award dated 22/08/2024, passed by Ld. Commissioner for Employees Compensation and Judge, Third Labour Court, Mumbai in ECA No. 316/C-73/2022, whereby the Ld. Commissioner had awarded an amount of Rs. 19,06,110/- along with interest @ 12% from the date of accident i.e. 19/07/2022 till its realization.
2. The respondent no.1 is the original claimant who had sustained injuries in the motor accident. 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.28,85,510/- on 19/12/2024 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. That from the aforesaid deposited amount of Rs.28,85,510/- the Respondent no.1 (Original Claimant) shall be entitled to withdraw an amount of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only).
2. That from the aforesaid deposited amount of Rs.28,85,510/- the Appellant (insurer) shall be entitled to withdraw an amount of



5. Mr. Jainam Gadiya, Advocate appearing for the Respondent No. 1, Mr. Rohit Prasad and Mr. Aditya Sharma, Managers (Legal) of the Reliance General Insurance Co. Ltd., are identified by Ms. Mitra, jointly submit that as per the said Consent Terms, out of the total deposit amount of Rs. 28,85,510/-, the Original Claimants were entitled to withdraw only an amount of Rs. 25,00,000/- and as per the

Consent Terms, the balance was to be withdrawn by the Reliance Insurance Company. Both of them submit that the Authority, Commissioner of Employees Compensation – Bandra has sought clarification from the Lok Adalat to that effect, as there is no clarification according to him and as far as interest is concerned, whether it goes to the claimant or to the Appellant Reliance Insurance Company.

6. After having gone through the Consent Terms, according to me, as per Para 1, claimants were supposed to receive a sum of Rs. 25,00,000/- and the balance amount of Rs. 3,85,510/- was to be received by the Reliance Insurance Company.

7. As regard interest, if any, which is accrued on amount deposited, no doubt, there is a clarification of the said fact in the Consent Terms. However, I am hereby granting both the parties to make a joint Application before the concerned Commissioner, whereby clarification as regards to interest.

8. However, as regards the amount to be received by the Claimant, a sum of Rs.25,00,000/- , there is no need to withhold the said amount and the said amount be immediately paid to the Claimants.

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

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

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