



IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

2 CIVIL APPLICATION NO. 12809 OF 2025
WITH
CIVIL APPLICATION NO. 12810 OF 2025
IN / WITH FAST/34861/2025

THE BRANCH MANAGER, MAGMA H D I GENERAL INSURANCE
COMPANY LTD., AURANGABAD T/H ITS LEGAL MANAGER

VERSUS

LAXMAN KUNDALIK SHINDE AND OTHERS

....

Mr. Shantanu A. Deshpande, Advocate for the Applicant
Ms Meera A. Bhosle, Advocate for Respondent Nos. 1 and 2

....

CORAM : Y. G. KHOBRAGADE, J.

DATE : March 05, 2026

PER COURT :-

1. The applicant/appellant insurance company through its Legal Manager Mr. Vijit Narendra Bapat, as well as the respondents / claimants Nos. 1 and 2 i.e. Laxman Kundalik Shinde and Rukminibai Laxman Shinde are personally present before this Court. Respondent No.3 the owner of the vehicle is absent.

2. The parties to the present appeal submitted that they have entered into the compromise and filed the joint compromise pursis. As per the terms and conditions of the compromise, the appellant / insurance company agreed to pay Rs.16,00,000/-,

towards full and final settlement of the claim arising out of W.C.A.(B) No.17 of 2024, out of which they have already deposited an amount of Rs.19,35,345/- before the Commissioner under the Employees Compensation Act, Jalna. Therefore, respondent Nos. 1 and 2 / claimants can withdraw the amount of Rs.16,00,000/- and remaining amount of Rs.3,35,345/- be refunded to the appellant / insurance company. The compromise pursis is duly signed by Mr. Vijit Narendra Bapat on behalf of the appellant / insurance company and respondent Nos. 1 and 2 / original claimants have put their thumb impressions and identified by their counsel Ms Meera A. Bhosle.

3. In view of above, it will be just and proper to dispose off the present First Appeal Stamp No.34861 of 2025. Accordingly, First Appeal Stamp No.34861 of 2025 is disposed off. So also, Civil Application Nos. 12809 and 12810 of 2025 are disposed off.

4. Accordingly, decree be drawn. No order as to costs.

5. The appellant / insurance company would be entitled for refund of court fees as permissible.

[Y. G. KHOBRAGADE, J.]