

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

NATIONAL LOK ADALAT

FIRST APPEAL NO.1190 OF 2025

New India Assurance Company Limited

Appellant

versus

Robert William Louis and others

Respondents

Mr.Sayanthani Mitra i/by Res Juris for Appellant.

Mr.Shivansh Yogi, Legal Officer of Appellant, present.

Mr.Abhijit Desai for Respondent no.1.

Robert William Louis, Respondent no.1, present.

CORAM: AARTI SATHE, J.
G.P.DESHMUKH
(OSD AT CPC)
G.G.BHALCHANDRA
(OSD, e-HCR/BDLR)

DATE: 9th May 2026

P.C.

1. Heard learned counsel for both the parties.
2. The aforesaid First Appeal stands settled in view of the Consent Terms dated 9th May 2026 which are tendered in Court today. The same are taken on record and marked as Exhibit "X" for identification.
3. The Appellant and Respondent no.1 have arrived at the terms of settlement as recorded in the Consent Terms. The Consent Terms have been signed by the respective parties and and their respective advocates. The scanned consent terms are reproduced below :-

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 20.03.2025, passed by Ld. Motor Accident Claim Tribunal, Mumbai in MACP No. 192/2019 whereby the Ld. MACT had awarded an amount of Rs.54,33,264/- along with interest @ 7% p.a. from the date of application 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 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.



**THE PARTIES TO THE CONSENT TERMS HEREBY
AGREE AS FOLLOWS:**

1. That in compliance of stay order dated 24.06.2025 passed by Hon'ble Shri. Justice Shivkumar Dige J., the Appellant has deposited an amount of Rs.79,03,002/- (hereinafter referred to as the "deposited amount") before the Ld. MACT, Mumbai, on 03.07.2025.
2. The Appellant and Respondent no. 1 (original claimant) have mutually agreed to settle the dispute between them for an amount of Rs.75,03,002/- along with proportionate accrued interest from the date of deposit i.e. 03.07.2025 till realization.
3. That out of the said deposited amount, the Respondent no. 1 shall be entitled to withdraw/receive an amount of Rs.75,03,002/- along with proportionate accrued interest from the date of deposit i.e. 03.07.2025 till realization.
4. That out of the said deposited amount, the Appellant shall be entitled to withdraw/receive an amount of Rs.4,00,000/- along with proportionate accrued interest from the date of deposit i.e. 03.07.2025 till realization.



5. That the rest of the order passed by the Tribunal in MACP Number 192/2019 will be maintained.
6. 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 MACP No. 192/2019.
7. The aforesaid First Appeal may be disposed off in terms of consent terms along with all the Interim Applications, pending before this Hon'ble Court.
8. The statutory deposit of Rs.25,000/- along with accrued interest, if any, may be transferred to the Ld. MACT, Mumbai and may thereafter be released in favour of Respondent no. 1 and to be adjusted from the payable amount as mentioned in clause no. (3) of the present consent terms.
9. That, suitable order in respect of refund of Court fees may be passed in favour of the Appellant.



This consent terms is filed on this 9th day of May, 2026.

कृते एवं वास्ते / For & On Behalf of
दि न्यू इंडिया एश्योरन्स कंपनी लिमिटेड
THE NEW INDIA ASSURANCE CO. LTD.

निधिवत गठित अधिवक्ता
DULY CONSTITUTED ATTORNEY, (S)

Appellant



Respondent No. 1



**Res Juris
Advocate for Appellant**



Advocate for Respondent no. 1

4. In view of the aforesaid consent terms, the First Appeal stands disposed of. The parties are permitted to withdraw the deposited amount of Rs.75,03,002/- and receive the respective amounts as agreed by them in the consent terms. The appeal is disposed of accordingly. No costs.
5. The refund of Court fee, if any, as per rules. The proceedings be remitted back to the jurisdictional Court if required.
6. Any pending Civil Applications and/or Interim Applications do not survive in view of the aforesaid order and accordingly stand disposed of.

(G.G.BHALCHANDRA)
(OSD, e-HCR/BDLR)

(G.P.DESHMUKH)
(OSD AT CPC)

(AARTI SATHE, J.)
(Head of Panel)