

GAHC010003092017



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**THE GAUHATI HIGH COURT  
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)**

**Case No. : MACApp./144/2018**

NEW INDIA ASSURANCE COMPANY LTD  
HAVING ITS REGISTERED OFFICE AND HEAD OFFICE AT 87, M.G.  
ROAD,FORT, MUMBAI AND ITS REGIONAL OFFICE AT G.S. ROAD,  
BHANGAGARH, GUWAHATI.

VERSUS

MD IRIDISH ALI and 5 ORS  
S/O LATE GANI SK  
VILLAGE -SARPARA  
P.O. BIJAYNAGAR ,P.S. PALASHBARI  
DIST. KAMRUP, ASSAM ,PIN. 781122. (CLAIMANTS)

2:MAIKON BIBI  
W/O MD IRIDISH ALI  
VILLAGE -SARPARA  
P.O. BIJAYNAGAR  
P.S. PALASHBARI  
DIST. KAMRUP  
ASSAM  
PIN. 781122. (CLAIMANTS)

3:SIBU CHANDA  
S/O LATE NIRMAL KR. CHANDA R/O VILLAGE - SOUTH TOKRACHARA  
P.S .GOLAKGANJ

DIST. DHUBRI  
ASSAM PIN. 783334  
(OWNER OF THE VEHICLE NO. AS- 17/7152 (BUS) )

4:SANKAR DUTTA  
S/O SRI SANTI DUTTA WARD NO .II

P.O. CHAPAR  
P.S. CHAPAR  
DIST. DHUBRI  
ASSAM. PIN.7833371.(OWNER OF THE VEHISLE NO. AS- 21/ 5029(TRUCK) )

5:BAJAJ ALLIANZ GENERAL INSURANCE CO. LTD  
2B  
2ND FLOOR  
CENTRE POINT  
G.S. ROAD ULUBARI  
GHY- 07.  
(INSURER OF THE VEHICLE NO. AS -21 /5029(TRUCK) )

6:MD SAHIDUL HAQUE  
S/O LATE KHALILUDDIN SK  
R/O VILLAGE -UTTAR RAJPUR  
P.S. GOLAKGANJ  
DISTRICT. DHUBRI  
ASSAM. PIN 783334  
(DRIVER OF THE VEHICLE NO. AS - 17/7152(BUS)

**Advocate for the Petitioner** : MR. R GOSWAMI, MS. M SAIKIA,MS. P BORTHAKUR

**Advocate for the Respondent** : MR. R K JAIN (R - 3), MR. A R AGARWALA (R - 1, R - 2),MS. TULIKA BORAH (R - 3)

Linked Case : CO/30/2019

MD. IDRIS ALI AND ANR  
S/O- LATE GANI SK  
R/O- VILL.- SARPARA  
P.O. BIJAY NAGAR- 781122  
DIST.- KAMRUP  
ASSAM.

2: MAIKON BIBI  
W/O- MD. IDRIS ALI  
R/O- VILL.- SARPARA  
P.O. BIJAY NAGAR- 781122  
DIST.- KAMRUP  
ASSAM.  
VERSUS

NEW INDIA ASSURANCE COMPANY LTD. AND 5 ORS.  
REP. BY ITS REGIONAL MANAGER  
G.S. ROAD  
ULUBARI  
GUWAHATI-7  
ASSAM.

2:SIBU CHANDA  
S/O- LATE NIRMAL KUMAR CHANDA  
VILL.- SOUTH TOKRACHARA  
P.S. GOLAKGANJ- 783334  
DIST.- DHUBRI  
ASSAM.

3:SANKAR DUTTA  
S/O- SANTI DUTTA  
WARD NO. II  
P.O. CHAPAR- 783371  
DIST.- DHUBRI  
ASSAM.

4:BAJAJ ALLIANZ GENERAL INSURANCE CO. LTD.

3RD FLOOR  
SHREEJI TOWERS  
C/O- GAUHATI TEA WARE HOUSING PVT. LTD.  
ADJACENT TO MAHINDRA SHOW ROOM  
G.S. ROAD  
CHRISTIAN BASTI  
GUWAHATI- 781005  
ASSAM.

5:SAHIDUL HAQUE  
S/O- LATE KHALIMUDDIN SK  
VILL.- UTTAR RAJPUR  
P.S. GOLAKGANJ- 783334  
DIST.- DHUBRI  
ASSAM.

6:BHAGON ALI  
S/O- A. A. MONDAL  
VILL.- BIRCHAPATA  
P.S. BILASIPARA- 783348  
DIST.- DHUBRI  
ASSAM.

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Advocate for : MR. A R AGARWALA  
Advocate for : MR. R GOSWAMI appearing for NEW INDIA ASSURANCE

COMPANY LTD. AND 5 ORS.

**BEFORE**  
**HONOURABLE MR. JUSTICE KALYAN RAI SURANA**

**ORDER**

**Date : 14.12.2024**

Heard Mr. B.N. Boro, Regional Manager, along with Mr. Suman Das, Assistant Manager, New India Assurance Company Ltd., the appellant.

2. The respondent nos.1 and 2 have appeared along with Mr. A.R. Agarwala, learned counsel and they have admitted that after negotiated settlement, the parties have agreed for a total settlement amount of Rs.13,00,000/- (Rupees thirteen lakh only) as full and final settlement of all the claims of the respondent against the order and award dated 22.05.2017, passed by the learned Member, MACT, Dhubri in MAC Case No.566/2009. It is submitted that out of the settlement amount, an amount of Rs.3,50,500/- (Rupees three lakh fifty thousand five hundred only) has already been deposited before the Registry of this Court.

3. Accordingly, the matter is settled on compromise in terms of the pre-settlement/compromise slip for the National Lok Adalat, which is made as a part of record.

4. Both the parties shall put their signature in the pre-settlement compromise slip as token of acceptance for the settlement.

5. Accordingly, the New India Assurance Company Ltd. shall deposit the remaining principal amount of Rs.4,46,809/- (Rupees four lakh forth six thousand eight hundred nine only) along with interest amount of Rs.5,02,691/-

(Rupees five lakh two thousand six hundred ninety one) in favour of the claimants before the Registry of this Court within a period of 30 (thirty) days from the date of the this settlement order, failing which the amounts shall carry interest @ 9% per annum till the date of deposit.

6. The balance amount would be subject to deduction of 10% TDS. Further, the certificate of TDS shall be provided to the claimants/respondent nos.1 and 2.

7. The balance amount shall be released to the claimants on satisfaction of their identity.

8. On furnishing proof of the deposit of the entire settlement amount, the Registry shall release the statutory deposit made by the appellant.

9. The matter is disposed of in this Lok Adalat.

10. Cross objection, if any, stands closed.

**JUDGE**

**Comparing Assistant**