

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD****R/FIRST APPEAL NO. 3531 of 2013**

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ORIENTAL INSURANCE COMPANY LIMITED
Versus
DHANSUKHBHAI BHIKHABHAI GAMIT & ORS.

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Appearance:

MR VIBHUTI NANAVATI(513) for the Appellant(s) No. 1
MR.HIREN M MODI(3732) for the Defendant(s) No. 3,4
RULE SERVED for the Defendant(s) No. 1,2

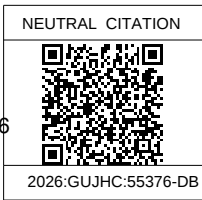
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CORAM:**HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA**
and
HONOURABLE MR.JUSTICE J. L. ODEDRA

Date : 01/09/2026**ORAL JUDGMENT****(PER : HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA)**

1. The matter was referred to mediation and before the mediation center, the parties have settled the dispute amicably and the Memorandum of Understanding (MoU) has been filed, which reads as under:

- "A. Out of total deposited by the insurance company before the Ld. Tribunal that is principal amount and interest, the Original claimant are ready to forgo the amount of Rs. 2,00,000/-.
- B. The Original Claimants have no objection if the amount to the tune of Rs. 2,00,000/- which is including interest is returned to the insurance company -Appellant herein, Original Opponent No. 3 from the total amount lying in the Fix Deposit.
- C. It is agreed that rest of the amount to be paid to the claimant by the learned tribunal on proper verification by NEFT or RTGS withing 3 weeks from today.
- D. The First Appeal and pending Civil Application if



pending, be disposed off in above terms with no order to costs.

- E. The necessary Court Fees, if any, be reimbursed as per Section 21(1) of the Legal Services Authority Act, 1987 in the name of the Appellant.
- F. Both the parties have agreed on the dispute between the Parties herein above stands settled by Executing this Agreement and both the Parties are bound to follow the Terms of the Settlement strictly."

2. The appeal is accordingly DISPOSED OF in terms of the MoU.

3. The necessary court fees shall be reimbursed as per section 21(1) of the Legal Service Authority Act, in the name of the appellant by the Registry.

Sd/-
(N.S.SANJAY GOWDA,J)

Sd/-
(J. L. ODEDRA, J)

OMKAR