

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

**CIVIL APPEAL NO. /2026
@ SPECIAL LEAVE PETITION (CIVIL) NO.16402/2026**

SAIJU

APPELLANT

VERSUS

ICICI LOMBARD GENERAL INSURANCE CO.LTD & ANR.

RESPONDENTS

O R D E R

- 1.** Heard.
- 2.** Leave granted.
- 3.** Appellant, who was the claimant, challenges the common judgment dated 11.02.2026 passed by the Kerala High Court whereunder the appeal of the Insurance Company came to be allowed and the award passed by the Employees' Compensation Commissioner came to be set aside and also the claimant's appeal seeking for enhancement / interest on medical reimbursement came to be dismissed on the ground of lack of employer-employee relationship.
- 4.** This Court was of the view that dispute could be resolved through mediation and as such by order dated 16.09.2026, the matter was referred to supreme Court Mediation Centre and both the parties having appeared before Mediation Centre have arrived at an amicable settlement after deliberations as evidenced from the settlement agreement dated 05.10.2026 whereunder the terms and conditions for resolving the dispute as agreed to between the parties

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NEHA JUP
Date: 2026.10.05
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Reason: []

is to the following effect:

- “6. The petitioner and Respondent No. 1 ...xxx... between the parties.
- a. That the parties have agreed that this settlement forms the full and final settlement of all past, present and future claims of the Petitioner against the Respondents, and no other demand will be made by him or on his behalf.
 - b. That a total sum of Rs. 39,86,669/- had been released by the Courts below to the Petitioner in and around the year 2024/2025, and the aforementioned sum of money comprised of the amount deposited by the Respondent No. 1 in the Court as well as the accrued interest thereupon.
 - c. That it has been brought to the fore that the Petitioner had suffered a 75% damage to his brain and was bed-ridden most of the time, and upon release of the deposited amount to the Petitioner, the same was spent mostly on his medical expenses and it would not be possible to give a hiatus to the litigations between the parties unless the matter was amicably settled.
 - d. That accordingly the parties have amicably agreed that the amount of Rs. 39,86,669/- already received the Petitioner would be the full and final settlement amount, and that the Petitioner would not seek or ask for any enhanced amount more than the said amount of Rs. 39, 86,669/- which had been received by him, nor would the Respondent No. 1 Insurance Company initiate, seek or press for the recovery of the amount deposited by them in relation to this case.
 - e. That the Petitioner and the Respondent have agreed that none of them will initiate any other legal action or complaint against each other or against the family members/ assigns of each other in respect of the present dispute in future.
7. That by signing this Agreement the parties hereto solemnly state and affirm that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.
8. The parties undertake to abide by the terms and conditions set out in the above mentioned Settlement Agreement, and agree to attend the Court Proceedings before the Supreme Court virtually/ physically, to give finality to this present Settlement Agreement, which have been arrived with free will of the parties without any coercion, duress or collusion and parties, undertake not to raise any dispute whatsoever henceforth and in case of breach of any terms and conditions as envisaged herein above, the parties are liable to be punished under relevant provisions of law.
9. The contents of this settlement - agreement have been explained

to all the parties through their respective counsels and they have understood the same.”

5. A perusal of the above settlement would indicate that dispute between the parties has been resolved and in full and final settlement, a total sum of Rs.39,86,669/- deposited by the Insurance Company deposited before trial court has been released by the court-below in favour of the claimant in the year 2024-2025 and it is agreed between the parties that said amount would be in full and final settlement of all claims and appellant – claimant has agreed that he would not seek for enhancement of the compensation and the Insurance Company has also agreed that it would not initiate any proceedings for recovery of the amount already deposited by them before trial court which has been released in favour of the claimant.

6. In the light of the aforestated settlement arrived at, the impugned order stands set aside and is substituted to that of the terms agreed to between the parties in the aforesaid agreement. Accordingly, the appeal stands disposed of. Parties shall bear their own costs.

7. Pending application(s), if any, shall stand disposed of.

.....**J.**
(ARAVIND KUMAR)

.....**J.**
(VIPUL M. PANCHOLI)

**NEW DELHI;
OCTOBER 07, 2026.**

ITEM NO.9

COURT NO.11

SECTION XI-B

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s).16402/2026

[Arising out of impugned final judgment and order dated 11-02-2026 in MFA(ECC) No.86/2024 passed by the High Court of Kerala at Ernakulam]

SAIJU

Petitioner(s)

VERSUS

ICICI LOMBARD GENERAL INSURANCE CO.LTD & ANR.

Respondent(s)

Mr. Jatin Hooda, Learned Amicus Curiae

Date : 07-10-2026 This petition was called on for hearing today.

**CORAM : HON'BLE MR. JUSTICE ARAVIND KUMAR
HON'BLE MR. JUSTICE VIPUL M. PANCHOLI**

**For Petitioner(s) : Mr. G. Prakash, AOR
Mr. Jishnu M. L., Adv.
Mrs. Beena Prakash, Adv.
Mr. Anoop R, Adv.**

For Respondent(s) : Ms. Sakshi Mittal- 2216, AOR

Mr. Jatin Hooda, AOR

**UPON hearing the counsel the Court made the following
O R D E R**

Leave granted.

Civil Appeal is disposed of in terms of the signed order placed on the file.

Pending application(s), if any, shall stand disposed of.

**(NEHA GUPTA)
COURT MASTER (SH)**

**(AVGV RAMU)
COURT MASTER (NSH)**