IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. OF 2026
(ARISING FROM SLP (CIVIL) NO.20853/2024)

WITH

IA. NO.345813 OF 2026
(APPLICATION FOR DIRECTIONS)

MAMTAZ BEGUM & ORS. **APPELLANT(S)**

VERSUS

ORIENTAL INSURANCE COMPANY LTD. & ORS. **RESPONDENT(S)**

O R D E R

1. Leave granted.

2. Learned counsel for the parties have brought to the notice of this Court that a Settlement Agreement dated 29.09.2026 was entered into between the parties and was subsequently countersigned by them on 03.11.2026. The same is taken on record and reproduced hereinbelow:

*"**SETTLEMENT AGREEMENT***

This Terms of Settlement ("Settlement'") is entered into at……. on this …...day of ……...2026, between:

M/S ORIENTAL INSURANCE COMPANY LIMITED,

having its Registered Office at "Oriental House", A-25/27, Asaf Ali Road, New Delhi-110002, and Regional Office at Guwahati-7, Assam, represented by and acting through The Regional Manager, duly authorized for the purpose, hereinafter referred to as the First Party;

AND

1. SMT. MUMTAZ BEGUM, W/o Late Abdus Samad, aged about 52 years, resident of Village Jamadarbori, P.O. & P.S. Sorbhog, District Barpeta, Assam-

Signature Not Verified
Digitally signed by JAGDISH KUMAR
Date: 2026.11.28 15:20:27 IST
Reason:

781317, hereinafter referred to as the "Second Party", which expression shall, include her heirs, legal representatives, executors, administrators, successors, assigns, representatives, nominees and authorized agents;

2. SMT. SAHARA KHATUN, W/o Late Asaruddin, and mother of Late Abdus Samad, aged about 75 years, resident of Village Jamadarbori, SANGE OCATE AREA DELKI P.O. & P.S. Sorbhog District Barpeta, Assam-781317, hereinafter referred to as the "Third Party", which expression shall, include her heirs, legal representatives, executors, administrators, successors, assigns, representatives, nominees and authorized agents;

3. SHRI MUSTAQUE SAQLAIN, S/o Late Abdus Samad, aged about 25 years, resident of Village Jamadarbori, P.O. & P.S. Sorbhog, District Barpeta, Assam-781317, hereinafter referred to as the "Fourth Party", which expression shall, include her heirs, legal representatives, executors, administrators, successors, assigns, representatives, nominees and authorized agents;

4. SMT. SANIA AKTARA, D/o Late Abdus Samad, aged about 19 years, resident of Village Jamadarbori, P.O. & P.S. Sorbhog, District Barpeta, Assam-781317, hereinafter referred to as the "Fifth Party", which expression shall, include her heirs, legal representatives, executors, administrators, successors, assigns, representatives, nominees and authorized agents.

The Second, Third, Fourth and Fifth Parties are hereinafter collectively referred to as the "Claimant Parties" and individually as a "Claimant Party". The First Party and the Claimant Parties are hereinafter collectively referred to as the "Parties".

AND WHEREAS THE PARTIES HEREIN AGREE AS UNDER:

It is submitted that Late Abdus Samad, S/o Late Asaruddin was a resident of Village Jamadarbori, P.O. & P.S. Sorbhog, District Barpeta Assam and was working as an Assistant Teacher at Bamuntary M.E. Madrassa, Kalgachia. On 12.12.2015 at around 3:10 pm, while returning from his work on his motor cycle, bearing registration no.AS 15 B 6256, he met with an accident with a bus bearing registration no.AS 18 A 4088, which was driven by one Aktar Ali, resulting in his death on the spot.

Following which a case was registered at Sorbogh Police Station vide Case No.348/15 under Sections 279/304(A)/427 IPC.

2. It is submitted that Late Abdus Samad was survived by his wife (Smt. Mumtaz Begum, aged about 52 years), two minor children (Mustaque Saqlain and Sania Aktara, currently aged about 25 and 19 years respectively) and his mother (Smt. Sahara Khatun, aged about 75 years), they registered a claim petition on 07.04.2016 under section 166 and 140 of the Motor Vehicles Act, 1988 before the learned Motor Accident Claims Tribunal, Barpet, bearing MAC Case No. 444/2016 in order to seek compensation for the death of Abdus Samad.

3. It is submitted that Ld. Motor Accident Claims Tribunal, Barpeta via order dated 15.02.2017 was pleased to award the Claimant Parties an amount of Rs.52,51,896 (Fifty-Two Lakhs Fifty-One Thousand Eight Hundred and Ninety-Six only along with an interest of 7% from the date of filing to the date of filing to the date of realization, while noting that the death was caused solely due to negligent and rash driving of the offending vehicle. The First Party was made liable to pay the aforementioned amount as the offending vehicle was duly insured by them vide policy no. 322301/31/2016/5650.

4. It is submitted that being aggrieved by the decision of Ld. MACT, the First Party approached the Hon'ble High Court of Gauhati, under Section 173 of Motor vehicle Act 1988, vide MAC Application No.569/2018, along with an IA 2299/2018 seeking a stay on the execution of MACT award, wherein the Learned Court was pleased to grant a stay of the execution of award, subjected to deposit of 50% of the awarded amount i.e., Rupees 26,25,948/-.

5. It is submitted that the Hon'ble High Court vide its impugned order dated 01.08.2024 was pleased to reduce the amount awarded by Ld. Tribunal to Rs.28,94,195/- (Rupees Twenty-Eight Lakhs Ninety-Four Thousand One Hundred and Ninety-Five only) along with 6% interest till the date of realization, holding a contributory negligence of 25% on the part of deceased.

6. It is submitted that out of the aforesaid amount as awarded by the High Court, a sum of Rs. 5,00,000 (Rupees Fiv Five Lakhs) were to be given to the mother of the deceased (herein the Third Party) and two Fixed Deposits for sum of Rs. 5,00,000/- (Rupees Five Lakhs) each for a period of 3 years were to be made in the name of the children of the deceased (herein the Fourth and the Fifth Party).

7. It is submitted that being aggrieved by this decision of the Hon'ble High Court, the Claimant Parties approached the Hon'ble Supreme Court of India on 31.08.2024 by way of filing the Special Leave Petition bearing No.(Civil) 020853/2024, wherein the Hon'ble Supreme Court has issued notice.

8. That on 23.08.2026, the aforementioned Special Leave Petition was taken up in the Lok Adalat where both the parties have amicably arrived at a settlement after intervention and cooperation by the relevant authorities, the details of which are discussed in the following points.

i) That the First Party has deposited a sum of Rs. 26,25,948/-(Rupees Twenty Six Lakhs Twenty Five Thousand Nine Hundred and Forty-Eight only) before the Ld. Tribunal pending the hearing of the MAC Appeal before the Hon'ble High Court;

ii) Further, a sum of Rs.7,36,341 (Seven Lacs Thirty-Six Thousand Three Hundred Forty One Rupees) has been deposited by the First Party on 08.07.2025 before the Ld. Tribunal upon passing of the order dated 01.08.2024 by the Hon'ble High Court of Guwahati in the MAC Appeal.

iii) That the aforesaid sum of as awarded by the Hon'ble High Court of Guwahati via judgment dated 01.08.2024 in MAC 569/2018 being an amount of Rs. 28,94,195 together with 6% Interest has been withdrawn by the Claimant Parties on 08.07.2025.

iv)That the First Party has agreed to pay an amount of Rs. 15,00,000 (Rupees Fifteen Lacs), to be paid to the Claimant Parties in addition to the amount already paid as mentioned above.

v) That the aforesaid amount of Rs. 15,00,000/- (Rupees Fifteen Lacs) will be paid to the Claimant Parties, within 6 (Six) weeks from the date of passing of the order by the Hon'ble Supreme Court

recording this settlement. That the aforesaid sum will be equally apportioned between the Claimant Parties inter-se and the First Party shall deposit a sum of Rupees 15,00,000 into the following bank accounts:

A: Mumtaz Begum

Account no. -3522870210

IFSC-CBIN0282594

Bank- Central Bank of India

(Copies of the passbook of the Claimant Parties Mumtaz Begum are herein attached as Annexure A).

vi) That upon payment and deposit of the aforesaid sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs) in terms of this Settlement, no further claim, demand, proceeding or liability shall remain pending or outstanding against the First Party, whether by the Claimant Parties or by any other heirs, legal representatives, successors, assigns or persons claiming through or under Late Abdus Samad, in relation to the aforesaid accident, death and the Motor Accident Claims arising therefrom.

9. That the Parties agree that the present settlement is being entered into voluntarily, willingly and with their free consent, without any coercion, undue influence, fraud, misrepresentation, threat or pressure of any nature whatsoever from any person.

10. The Parties confirm that they have understood the nature and effect of the present Settlement and that the terms contained herein represent the complete and final understanding arrived at between them in relation to the subject matter of the pending Motor Accident Claim and the Special Leave Petition.

11. The Parties shall place the present Terms of Settlement before the Hon'ble Supreme Court of India and shall jointly request the Hon'ble Court to take the present Settlement on record and dispose of the pending proceedings in terms thereof.

12. The Parties undertake to execute and file all necessary affidavits, applications, undertakings and other documents and to take all necessary steps before the Hon'ble Supreme Court of India and/or the learned Motor Accident Claims Tribunal, Barpeta, for giving full effect to the present Settlement.

13. This Settlement shall be binding upon the Parties and the respective heirs, legal representatives, executors, administrators successors, assigns, representatives, nominees and authorized agents, to the extent applicable.

3. In light of the aforesaid Settlement Agreement dated 29.09.2026, the appeal stands disposed of and a decree be drawn up accordingly. The amount be paid within a period of six weeks as per the Settlement Agreement dated 29.09.2026.

4. Interlocutory Application No. 345813 OF 2026 stands disposed of along with other pending application(s), if any.

.....J.
[SATISH CHANDRA SHARMA]

.....J.
[NONGMEIKAPAM KOTISWAR SINGH]

New Delhi
26th November, 2026

ITEM NO.26 COURT NO.16 SECTION XV

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). 20853/2024

[Arising out of impugned final judgment and order dated 01-08-2024 in MACA No. 569/2018 passed by the Gauhati High Court]

MAMTAZ BEGUM & ORS. Petitioner(s)

VERSUS

ORIENTAL INSURANCE CO. LTD. & ORS. Respondent(s)

[ONLY IA No. 345813/2026 IS LISTED UNDER THIS ITEM]
IA No. 345813/2026 - APPROPRIATE ORDERS/DIRECTIONS

Date : 26-11-2026 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE SATISH CHANDRA SHARMA
HON'BLE MR. JUSTICE NONGMEIKAPAM KOTISWAR SINGH

For Petitioner(s) :Ms. Jaikriti S. Jadeja- 2299, AOR
Ms. Atiga Singh, Adv.
Ms. Nidhi Singh, Adv.
Mr. Prashant Tomar, Adv.

For Respondent(s) :Mr. Anand Mishra-1- 2436, AOR
Ms. Vandita Nain, Adv.
Ms. Ayushi Rajput, Adv.
Mr. Devansh Pundir, Adv.

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

1. Leave granted.

2. The appeal stands disposed of in terms of the signed order which is placed on the file.

3. Interlocutory Application No. 345813 OF 2026 stands disposed of along with other pending application(s), if any.

(JAGDISH KUMAR) (KOMAL)
ASTT. REGISTRAR-cum-PS COURT MASTER (NSH)