

<p><b>DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO</b></p> <p>Court Address: 1437 Bannock St., Denver, CO 80202</p>	<p style="text-align: center;"><b>▲ INTERN USE ONLY ▲</b></p> <hr/> <p>Case Number: 00 CV 0000</p> <p>Courtroom: 0</p>
<p><b>Plaintiff(s):</b> PETER PAPA</p> <p>v.</p> <p><b>Defendant(s):</b> DONALD DELTA</p> <p><b>Defendant- Intervenor/ Cross Claimant:</b> <b>INDIA AUTOMOBILE INSURANCE COMPANY</b></p>	
<p><b>ORDER RE: INDIA AUTOMOBILE INSURANCE COMPANY’S MOTION FOR ENTRY OF JUDGMENT IN FAVOR OF INDIA</b></p>	

THIS MATTER is before me on India Automobile Insurance Company’s Motion for Entry of Judgment in Favor of India. I have reviewed the motion, response, reply, the entire court file, and have considered applicable statutes and case law. I make the following findings of fact, conclusions of law, and enter the following ORDER:

The voluntary payment rule is a defense to claims asserting unjust enrichment. The rule provides that where one makes a voluntary payment with knowledge of all relevant facts, and then sues to recover that payment, there generally can be no recovery, even if there was no legal liability to pay in the first place. Skyland Metro. Dist. v. Mt. West Enter., LLC, 2007 Colo. App. LEXIS 1118 (Colo. Ct. App. 2007)

Defendant India is seeking the return of \$24,000 of the \$25,000 paid to Plaintiff Papa in June 2007. On June 18, 2007 Delta made a written offer of settlement to Papa for the amount of \$25,000. This offer was contingent on India releasing all claims against Delta. Papa was unable to accept the settlement from Delta without consent of India. India did not consent to the settlement and voluntarily paid Papa the amount Delta “wish[ed] to accept from the at-fault motorist’s liability carrier. India’s payment to Papa was voluntary since India was in no risk of losing its subrogation right or ability to intervene as a party to the suit if they had not paid the \$25,000 to Papa. Additionally, India did not protest the payment to Plaintiff Papa, only reiterated their subrogation right in the letter dated June 31, 2006. A written protest of the payment of \$25,000 would have put the Plaintiff and the court on notice that India may be liable for a refund. Id.

India Automobile Insurance Company's Motion for Entry of Judgment in Favor of India is **DENIED**.

Dated this \_\_\_\_ day of Month, 2007.

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Judge  
District Court Judge, Courtroom 0