

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**FIRST APPEAL NO. 164 OF 2002
WITH
CA/5526/2002 IN FA/164/2002**

MANJITRAO GANPATRAO PATIL (DECEASED) THROUGH LRS.
VERSUS
SMT.VIDYABAI VIJAY SHRIKHANDE AND OTHERS

...
Advocate for Appellant : Mr S R Deshpande
Advocate for Respondents 1,4,8 : Mr. Ashok Bhagure h/f Mr.
Deelip Patil Bankar, Mr. P P Bafna for Respondent No.3, Mr.
P.D.Suryawanshi for Respondent No.5.

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CORAM : V.K. JADHAV, J.
Dated: May 02, 2016

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PER COURT :-

1. This Court had pronounced the Judgment on 12.4.2016 to the effect that the first appeal is partly allowed and the judgment and award passed by the Tribunal is quashed and set aside to the extent of fixing the liability on respondent no.1 to pay the compensation jointly and severally alongwith respondent no.3 instead respondent No.5 Bhimrao Bhivsane and respondent No.3 Kailash Gadekar are held to be jointly and severally liable to pay compensation. However, before signing the judgment, it has come to my notice that the definition of owner as per section 2 (30) of the Motor Vehicles Act, 1988 there appears to be a comma after the printed words 'hire-purchase' and before word 'agreement'. In fact, said comma is not there and if the

definition of the owner is read alongwith comma, then same makes definition of term 'owner' more wider than intended by the legislature in the old. Similar observations have been made by the Rajasthan High Court in case of **Dulchand Vs. Kanti Lal reported in AIR 2004 Rajasthan 267.**

Consequently, I thought it appropriate to keep this appeal for re-hearing and accordingly, I kept this first appeal on today's board for re-hearing. The original text of the unsigned judgment is also kept in this First Appeal.

2. Stand over to 4.5.2016 for re-hearing.

(V.K. JADHAV, J.)

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aaa/