

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

915 CIVIL APPLICATION NO.4230 OF 2016
IN FAST/34497/2015 WITH CA/16027/2015 IN
FAST/34497/2015 WITH CA/16028/2015 IN
FAST/34497/2015

TANHAJI PARAJI SABALE AND ANR
VERSUS
THE LEGAL MANAGER RELIANCE GENERAL INSURANCE CO.
LTD.AND ANR

...

Advocate for Applicants : Mr. Dhakane Rajendra B.
Mr. SS Patil, Adv. For Respondent No.1./1.

CORAM : P.R.BORA, J.

DATE : 1st April, 2016.

PER COURT :

1) In view of the fact that the insurance Company has deposited the entire amount as directed by this Court, vide order passed on 9th December, 2015, CA No.16028/2015 stands disposed of.

2) CA No.16027/2015 is filed by the appellant/insurance company seeking condonation of delay, which has occasioned in filing the present appeal. The delay caused is of 130 days.

. The learned counsel appearing for the original claimants has opposed for condoning the delay stating that the reasons assigned are not

sufficient.

3) After having gone through the contents of the application, it is revealed that the delay caused is sufficiently explained. Moreover the delay is of meager period and does not appear to be intentional. In the circumstances, I am inclined to allow the present application, Hence, following order, -

ORDER

- a) The application for condonation of delay is allowed;
- b) The delay caused in filing the appeal is condoned;
- c) The appeal be registered in accordance with law;
- d) Call R and P.

4) Vide CA No. 4230/2016, the original claimants are seeking withdrawal of the amount deposited by the appellant/insurance company as directed by this court.

5) The learned Counsel appearing for the appellant/insurance company submitted that the insurance company has disputed the very liability of the said insurance company in paying any compensation to the claimants. It is further submitted that the deceased was riding the motor-

cycle and he rammed into the trailer which was standing at the Toll Plaza and as such, no liability could have been fastened on the owner and insurer of the said trailer.

6) Having regard to the defence raised by the insurance company, the claimants certainly cannot be permitted to withdraw whole of the amount deposited by the insurance company, as has been prayed by the claimants. Ends of justice would be met if the claimants are permitted to withdraw 50% of the amount so deposited by the insurance company by filing an undertaking that in the event of any adverse order against them, the entire amount so withdrawn by them will be re-deposited by them within four weeks after passing of order at the relevant time. The Civil Application stands disposed of.

(P.R.BORA)
JUDGE

bdv/