

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

930 CIVIL APPLICATION NO. 9137 OF 2017
IN FAST/25052/2016

LAXMAN GENA NAGARGOJE
VERSUS
THE NEW INDIA ASSURANCE CO. LTD. THR ITS AUTH. SIGNATORY AVINASH
ACHYUT BUGDAVI A

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Advocate for Applicant : Mr. K.F. Shingare
Advocate for Respondents : Mr. M.M. Ambhore

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CORAM : K. K. SONAWANE, J.
Dated: December 21, 2017
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PER COURT :-

1] Heard learned counsel for the applicant and learned counsel for respondent Insurance company. Despite service of notice, none appears for respondent Nos. 2 to 5. The appellant insurance company is yet to serve notice to respondent No.6 Insurer of the other vehicle involved in the accident.

2] In view of nature of subject matter and the defence propounded on behalf of the appellant/Insurance company, there is no impediment to allow the applicant for withdrawal of the amount, who is one of the victims of the vehicular accident. Hence, the application stands allowed in terms of prayer clause (B). The applicant is permitted to withdraw 50% of the amount deposited in this court on furnishing undertaking to the satisfaction of the Registrar (Judicial) of this Court to the effect that in case any adverse situation arises, the amount withdrawn would be refunded forthwith as per the directions of this court.

3] Rest of the 50% amount deposited by the insurance company in this court be allowed to be withdrawn by the claimant on furnishing solvent surety of the like amount. Registry to do the needful for disbursement of the amount, as directed above in favour of the applicant. Civil Application is disposed of accordingly.

(K. K. SONAWANE, J.)

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