

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 1945 OF 2011
WITH
CIVIL APPLICATION NO. 4272 OF 2011
IN
FIRST APPEAL NO. 1945 OF 2011
WITH
CIVIL APPLICATION NO. 6 OF 2017
IN
FIRST APPEAL NO. 1945 OF 2011

The New India Assurance Co. Ltd. .. Appellant / Applicant
vs.
Omprakash M. Gupta & Anr. .. Respondents

Mr. D. R. Mahadik for Appellant / Applicant.
Ms Supriya Lopes h/f. A. M. Gokhale for Respondent No. 1.

CORAM : M. S. SONAK, J.
DATE: 16 JANUARY 2017

P.C :

1] Civil application no. 6 of 2017 is allowed in terms of prayer clauses (A) and (B). There is no delay, hence, there is no question of condonation of any delay.

2] However, considering the amount of time the applicant / appellant - insurance company has taken only in order to serve respondent no. 2, the applicant is directed to pay costs of Rs.2,500/- (Rupees Two Thousand Five Hundred) to the claimant i.e. respondent no. 1. Such costs to be paid within a period of four weeks from today.

3] Further, learned counsel appearing for respondent no. 1 – claimant complains that she has not been furnished copy of memo of appeal. Learned counsel for the appellant undertakes to provide copy of the memo of appeal within a period of four weeks from today simultaneously with the amount of costs.

4] Civil application no. 6 of 2017 is disposed of.

(M. S. SONAK, J.)

Chandka