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

913 **CIVIL APPLICATION NO. 11776 OF 2018**
IN FA/531/2018

BHAUSAHEB NIVRUTTI UGALE
VERSUS
UNITED INDIA INSURANCE CO. LTD., THR ITS ADMINISTRATIVE OFFICER M.P. VIRAT, AURANGABAD & ANR
...
Advocate for Applicant : Shri A.S. Gandhi ;
Advocate for Respondent No.1 : Shri S.S. Rathi.
…

WITH

914 **CIVIL APPLICATION NO. 11822 OF 2018**
IN FA/638/2018
…

CORAM : P.R. BORA, J.
Dated: October 11, 2018

PER COURT :

1. Heard Shri Gandhi the learned Counsel appearing for the applicants and Shri Rathi the learned Counsel appearing for the respondent – Insurance Company.

2. It was the specific defence raised by the appellant – Insurance Company that, the policy shown to be of the the offending vehicle was not in fact the policy of the said vehicle. It was also the specific defence that the fake cover note was produced on record. Certain evidence was also adduced on behalf of the Insurance Company in that regard. The same, however, has not been considered by the Tribunal and discarding the said evidence, the Tribunal has held the

Insurance Company liable for paying the amount of compensation. Shri Gandhi pointed out the observations made by the Tribunal in para nos.23 to 26 of its Judgment.

3. After having gone through the discussion so made and the grounds of objections raised in the memo of appeal, it appears to me that, entire evidence will have to be rescrutinized. The objections so raised by Insurance Company cannot be *prima facie* discarded. Ultimately, if it is noticed that the policy was fake, no liability may arise of the Insurance Company. In the circumstances, I am not inclined to accept the request made in the applications. Hence the following order.

ORDER

(i) Civil Applications for withdrawal of amount are rejected.

(P.R. BORA, J.)

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ggp