

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**CIVIL APPELLATE JURISDICTION**

CIVIL APPLICATION NO.3978 OF 2018  
IN  
FIRST APPEAL (STAMP) NO.33269 OF 2017

Bajaj Allianz General Insurance Co. Ltd., Mumbai .... Applicant  
V/s.  
Gajanan Sitaram Ghadigaonkar and Ors. .... Respondents

Mr. Sarthak S. Diwan for the Applicant-Insurance Company.  
None for the Respondents.

CORAM : **DR. SHALINI PHANSALKAR-JOSHI, J.**

DATE : **2<sup>ND</sup> NOVEMBER, 2018.**

**P.C. :**

1. Heard Mr. Diwan, learned counsel for the Applicant-Insurance Company.
2. This is an application seeking substituted service of notice on Respondent Nos.3 and 6.
3. Perusal of this Civil Application goes to show that, despite the efforts made by the Applicant-Insurance Company to serve Respondent Nos.3 and 6, they are not appearing. Hence, the Civil Application is allowed in terms of prayer clause (c), which reads as under :-

*“(c). To allow the Applicant to serve Respondent Nos.3 and 6 by way of substituted service i.e. by affixing the notice on the conspicuous place of the address of Respondent Nos.3 and 6, as mentioned in the title and / or by publishing the notice in two Daily Newspapers circulated in the vicinity*

*of the address of Respondent Nos.3 and 6, as mentioned  
in the title.”*

4. The notice, by way of substituted service, may be issued in Marathi newspaper “Nav Shakti” and English newspaper “Free Press Journal”. The notice is made returnable on 30<sup>th</sup> January 2019.
5. Place the First Appeal, along with Civil Application thereto, for admission on 30<sup>th</sup> January 2019.
6. Civil Application stands disposed off in the above terms.

**[DR. SHALINI PHANSALKAR-JOSHI, J.]**