

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

**CIVIL APPLICATION NO.5748 OF 2019
IN FAST/13858/2019**

**SURESH SAHEBRAO BANKAR
VERSUS
LATABAI KUNDLIK BHAGDE AND ORS**

...
Mr. A.D. Ostwal, Advocate for applicant.

...

CORAM : SMT. VIBHA KANKANWADI, J.

DATE : 27th SEPTEMBER, 2019.

ORDER :

. It appears that respondent Nos.1, 2 and 4 are served, however, they have not appeared. Name of respondent No.3 has been deleted.

2. Perusal of the record would show that the learned tribunal had come to the conclusion that there was breach of terms of policy by the owner and therefore, while passing the award, it has been stated that the insurance company may recover the decretal amount from respondent Nos.1 and 2. The respondent No.2 has challenged the said judgment and award in the appeal. Under such circumstance, when a statement has been made by the learned Advocate appearing for the applicant that the insurance company had deposited the entire decretal amount and the

steps are being taken by the insurance company to recover the said amount from the present applicant, there shall be stay in terms of prayer clause 'B' till further orders.

3. Civil Application stands disposed of accordingly.

(SMT. VIBHA KANKANWADI, J.)

SCM