

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

CIVIL APPLICATION NO.249 OF 2019

IN

FIRST APPEAL NO.19 OF 2019

(Chandrakalabai Vijay Pawar and others Vs. M/s Shriram General Insurance Co.Ltd., through its Divisional Manager, Aurangabad and others)

Mr. Abhijeet P. Avhad, Advocate for the applicants

Mr. S.G. Chapalgaonkar, Advocate for respondent No.1

CORAM : MANGESH S. PATIL, J.

DATE : 03.12.2019

PER COURT :

Heard both the sides.

2. The original claimants are seeking withdrawal of the amount of compensation deposited by the appellant/Insurance Company in this Court pursuant to the order passed by the Tribunal.

3. The learned Advocate for the Insurance Company strongly opposes the request. He submits that there is a serious dispute as to the involvement of tempo insured with it. There was no reference in the FIR which was lodged immediately after the accident regarding involvement of this tempo. It is only about 13 days that some witnesses have got up and the tempo has been involved in the accident.

4. I have carefully gone through the papers. Whether the evidence before the Tribunal was sufficient to demonstrate the involvement of the tempo in the accident is the matter which will have to be certainly gone into while deciding the First Appeal. For the time being, it is apparent that the Tribunal noticed that there was a damage to the front side bumper of the tempo to draw an inference that it was indeed involved in the accident.

5. Considering the above mentioned aspects, in my view, the applicants/claimants deserve to be paid 50% of the amount deposited in this Court by furnishing usual undertaking.

6. The application is allowed. The applicants are allowed to withdraw 50% of the amount deposited in this Court strictly in accordance with the apportionment made by the Tribunal, by furnishing an undertaking in usual terms.

[MANGESH S. PATIL]
JUDGE

