<u>IN THE HIGH COURT OF JUDICATURE AT BOMBAY</u>
<u>BENCH AT AURANGABAD</u>

CIVIL APPLICATION NO.14067 OF 2019
IN
FIRST APPEAL (ST.) NO.23591 OF 2018
(Ramdas Gahinaji @ Anant Yede
Vs. M/s Shriram General Insurance Co.Ltd., through its Branch Manager, Aurangabad and another)

Mr. N.P. Bangar, Advocate for the applicant
Mr. S.G. Chapalgaonkar, Advocate for respondent No.1
Smt. Harsha R. Lomte, Advocate holding for Mr. V.D. Salunke, Advocate for respondent No.2

CORAM : MANGESH S. PATIL, J.

DATE : 03.12.2019

<u>PER COURT</u> :

Heard both the sides.

2. The applicant is the original claimant seeking withdrawal of the amount deposited by the Insurance Company in this Court.

3. The learned Advocate for the Insurance Company opposes the application. He submits that the applicant was travelling in a goods carriage and there was no cover and the Insurance Company is not required to indemnify the owner. He further submits that even the doctor was not examined to justify the medical expenses.

4. I have carefully gone through the impugned judgment. There is a specific finding by the Tribunal based on the evidence to the effect that the applicant was travelling in the goods carriage alongwith his goods and was not a gratuitous passenger. It is further pertinent to note that the Tribunal has not awarded anything on account of any disablement and the major component is in the form of reimbursement of the loss sustained by him for his medical treatment.

5. Considering all the above mentioned aspects, the applicant is allowed to withdraw 75% of the amount of compensation by furnishing an undertaking in usual terms. The application is accordingly allowed.

[MANGESH S. PATIL]
JUDGE

npj/ca14067-2019