IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION (STAMP) NO.6734 OF 2018
WITH
CIVIL APPLICATION NO.521 OF 2018
IN
FIRST APPEAL NO.263 OF 2018

Mrs. Brinda Seetharam and Ors. ...Applicants

In the matter between
Reliance GeneraL Insurance Co.
Ltd. ...Appellant

Versus

Mrs. Brinda Seetharam and Ors. ...Respondents

…

Mr. Rahul Mehta i/b. KMC Legal Venture for the Appellant in FA/263/2018, for the Applicant in CAF/521/2018 and CAF/3814/2018 and for the Respondent in CAFST/6734/2018.
Mr. Saumen S. Vidyarthi with Ms Ruchika Dave for the Respondent No.1 in FA/263/2018, CAF/521/2018 and CAF/3814/2018 and for the Applicant in CAFST/6734/2018.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED : 15th OCTOBER, 2019.

P.C.:-

The Applicants/original claimants herein have filed application for vacating the stay since the Appellant-Insurance Company had failed to deposit the entire amount of compensation as undertaken by the Appellant-Insurance Company while seeking stay to the execution of the impugned judgment and award dated 11th May, 2017. Perusal of the order dated 7th February, 2018, in Civil Application No.521 of 2018 reveals that the learned counsel for the Appellant-Insurance Company had made a statement that the Insurance company had deposited the entire decreetal amount alongwith the interest accrued thereon. In the light of the said statement, this Court had stayed the execution and implementation of the impugned judgment and award.

2. The learned counsel for the Applicant has sated that the statement made by the learned counsel for the Appellant was erroneous and that the Appellant-Insurance Company has not deposited the entire amount.

3. The learned counsel for the Applicant states that the stay order was obtained by making a wrong statement. He states that the Appellant-Insurance Company had only deposited part of the amount. When this fact was brought to the notice of the learned counsel for the Appellant-Insurance Company, he sought leave to deposit the balance amount. He states that the Appellant-Insurance Company has now deposited the balance amount as per the impugned judgment and award.

4. The learned counsel for the Appellant-Insurance Company states that such a statement was based on the instructions given by the Appellant-Insurance Company. Suffice it to say that giving such wrong instructions and /or obtaining interim relief on the basis of false statement needs to be deprecated. However, considering the fact that the Appellant-Insurance Company has now deposited the money, I am inclined to continue the interim relief, however the same shall be on payment of costs of Rs.20,000/- to be paid to the Juvenile Justice Fund within a period of three weeks from the date of this order.

5. The application stands disposed of accordingly.

ORDER IN CIVIL APPLICATION NO.521 OF 2018:-

6. In view of above order, the Civil Application No.521 of 2018 does not survive and hence stands disposed of.

(SMT. ANUJA PRABHUDESSAI, J.)