

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

**CIVIL APPLICATION NO.7255 OF 2020 IN
FIRST APPEAL ST.NO.34223 OF 2019**

Aatmaram Jagannath Sonawane

Applicant

Versus

HDFC ERGO General Insurance Company
Ltd.

Respondent

Mr.R.P.Adgaonkar, advocate for the applicant.
Mr.M.R.Deshmukh, advocate for Respondent No.1.
Mr.N.T.Tribhuvan, advocate for Respondent No.2.

CORAM : V.K.JADHAV, J.

DATE : 02nd November, 2020.

PC :

1 Heard both the sides.

2 Though the Respondent No.1-Insurer has raised the defence that the Insurance Policy was cancelled as the cheque towards payment of premium was dishonoured, the learned Commissioner for E.C. Act & Judge, Labour Court, Latur, in para 9 of the judgment, has observed that even though the Insurance Company has examined one witness - Mr.Shrivastava, however, he has no knowledge as to whether the notice for cancellation of policy was given to the owner of the vehicle and even he has not

produced any such notice, if it was issued and served on the owner of the vehicle involved in the accident.

3 In view of the above, the applicant-original claimant is permitted to withdraw an amount of Rs.1,50,000/- (Rs. One lakh Fifty Thousand), deposited before the Commissioner for E.C. Act & Judge, Labour Court, Latur, on furnishing an undertaking to the satisfaction of the learned Commissioner.

4 Civil Application is accordingly disposed of.

(V.K.JADHAV)
JUDGE

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