IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

CIVIL APPLICATION (CAF) NO. 4076 OF 2019
IN
FIRST APPEAL NO. 197 OF 2006

(United India Insurance Company Limited Vs. Alpesh Harshadlal Mashruwalla)

Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions and Registrar's Orders.	Court's or Judge's orders.

Shri P.G.Anandikar, Counsel for the respondent/applicant.
Shri B.P.Bhatt, Counsel for the Insurance Company.

CORAM : ANIL S KILOR, J.
DATE : 29th JANUARY, 2020.

This is an application moved by the claimant/applicant for direction to the appellant Insurance Company to pay balance amount of decreetal amount as on 11.10.2005.

2. Heard Shri Bhatt, learned counsel for the Insurance Company/appellant and Shri Anandikar, learned counsel for the claimant/applicant.

3. Shri Anandikar, learned counsel for the claimant/applicant submits that learned Motor Accident Claims Tribunal, Nagpur awarded Rs.5,50,000/- towards compensation with costs of Rs.4065/- with interest @ 9% p.a. from 23.02.1992 till its realization.

4. Shri Anandikar, learned counsel for the

applicant/claimant has given the calculations and as per the said calculations the total amount comes to Rs.12,33,743/- out of which amount of Rs.10,82,782/- was deposited in this Court. Thus, according to him, the balance remaining amount is Rs.1,50,961/- which was not paid by the Insurance Company and therefore this application.

5. Shri Bhatt, learned counsel for the Insurance Company has drawn attention of this Court to the reply filed by the Insurance Company. Insurance Company has also given its calculations in its reply and according to the calculation made by the Insurance Company, the final amount comes to Rs. 1,25,323/-. Accordingly, Shri Bhatt, learned counsel for the Insurance Company seeks permission to deposit that amount of Rs.1,25,323/- in this Court.

6. Shri Anandikar, learned counsel for the applicant/claimant points out from the reply of the Insurance Company that how the calculations are wrongly made by the Insurance Company. He has pointed out that while calculating the interest @ 9% p.a. though the Tribunal has granted the same from the date of filing of the petition i.e 23.02.1992. The Insurance Company has calculated the interest from 23.02.1992 upto 14.09.2005 whereas it should have been calculated upto 11.10.2005.

7. From the application and reply filed by both the parties, it appears that there is a dispute in respect of final amount.

8. In view of that dispute in relation to final amount, at this stage, this Court permits the Insurance Company to deposit the amount of Rs.1,25,323/- as per its calculation in this Court within a period of two weeks.

9. Applicant is permitted to withdraw the said amount.

10. As far as disputed amount is concerned, the claimant is permitted to file appropriate proceedings before the appropriate forum for disputed amount and the claimant is at liberty to recover the said amount.

11. Accordingly, the application is disposed of.

JUDGE

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