

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

**CIVIL APPLICATION NO.1431 OF 2021
IN
FIRST APPEAL NO.1818 OF 2020**

Nitin Sadashiv Jadhav	..Applicant
Vs.	
Bajaj Allianz General Insurance Co. Ltd. and ors.	..Respondents

Mr.S.B.Choudhari, Advocate for applicant
Mr.S.G.Chapalgaonkar, Advocate for respondent no.1
Mr.R.K.Jadhav, Advocate for respondent no.2
Dr.S.D.Tawshikar, Advocate for respondent no.4

**CORAM : R.G. AVACHAT, J.
DATE : FEBRUARY 23, 2021**

PER COURT :-

Heard learned counsel appearing for the respective parties.

2. Learned counsel for respondent – Insurance Company would submit that the permit of the vehicle had already expired. The Insurance Company has, therefore, no liability .

3. There was contract of insurance. Expiry of permit of vehicle is not a fundamental breach of the contract of insurance.

4. In view of the above, the following order is passed:-

ORDER

- (i) The application is partly allowed.
- (ii) The applicant is permitted to withdraw 50% of the deposited amount, on furnishing an undertaking to the satisfaction of the Registrar of this Court.
- (iii) The applicant is also permitted to withdraw further 25% amount, on submitting solvent surety/security in the like amount.
- (iv) Balance 25% amount be invested in Fixed Deposit Receipt in any nationalised bank for the period till disposal of the appeal
- (v) Civil Application for withdrawal of amount stands disposed of.

[R.G. AVACHAT, J.]

KBP