IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

CIVIL APPLICATION NO.1272 OF 2021 IN
FIRST APPEAL NO.2321 OF 2020

Mayuri w/o Dnyanoba Rainule & ors. … APPLICANTS

VERSUS

H.D.F.C. ERGO General Insurance Company Ltd. & ors. … RESPONDENTS

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Mr. Fayaz K. Patel, Advocate for applicants
Mr. S.G. Chapalgaonkar, Advocate for respondent No.1.
Mr. S.S. Wakure, Advocate for respondent No.3

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CORAM : R. G. AVACHAT, J.

DATE : 12th JULY, 2021

PER COURT :

Heard. Learned counsel for the respondent Insurance Company states that, the cheque issued towards the premium of the insurance policy had been dishonoured. The policy was, therefore, cancelled. The cancellation was intimated to the insured by Registered Post A.D. The Tribunal, however, held the communication to have not been served on the insured.

2. Learned counsel for the claimant states that, the

R.T.O. had not been intimated about the cancellation of the policy. As such, there is an arguable point in the appeal. It is, however, a death claim. the claimants are five in number. In the fitness of things, I am inclined to permit the claimants to withdraw 30% of the amount deposited in this Court.

3. The application is allowed. The applicants are permitted to withdraw 30% of the amount deposited in this Court, on furnishing undertaking to the satisfaction of the Registrar (Judicial) of this Court.

4. Re-issue notice to the respondent No.6 for final disposal of the appeal at the stage of admission,returnable after six weeks. In addition to the Court process, the appellant is permitted to serve the respondent No.6 privately by any other permissible mode of service and shall file affidavit of service.

5. Call for record and proceedings.

(R. G. AVACHAT)
JUDGE

fmp/-