

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

**CIVIL APPLICATION NO.11748 OF 2021
IN FIRST APPEAL NO.1308 OF 2014
WITH
FIRST APPEAL NO.1557 OF 2014**

Rupali w/o. Santosh Vaidya and ors. ..Applicants
Vs.
Suhas s/o. Suresh Suryawanshi and anr. ..Respondents

Mr.A.N.Nagargoje, Advocate for applicants
Mr.U.U.Wagh, Advocate for respondent no.1
Mr.A.B.Gatne, Advocate for respondent no.2

**CORAM : R.G. AVACHAT, J.
DATE : NOVEMBER 15, 2021**

ORDER :-

Heard.

2. This Court, vide judgment and order dated 01.09.2021, decided the First Appeals. Clause (ii) of the operative order, reads thus:-

(ii) First Appeal No.1308 of 2014 is allowed, setting aside the clause in the impugned award directing the respondent no.1 to pay simple interest @ 7.5% p.a. on the amount of compensation from 21.01.2010 till 07.05.2014.

3. The Tribunal had directed respondent no.1 - owner of vehicle to pay interest at the rate of 7.5% per annum on the amount

of compensation for the period from 21.01.2010 to 07.05.2014. Since said clause has been set aside, impliedly, the respondent-insurance company is under obligation to pay that much interest for the said period.

4. It is informed that earlier, the bank account of applicant no.5 stood in her marital name. Considering the submissions, the application is allowed in terms of prayer clause (A) also.

[R.G. AVACHAT, J.]

KBP