

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**CIVIL APPLICATION NO.49 OF 2016
IN
FIRST APPEAL (ST.) NO.6005 OF 2015**

The New India Assurance Co. Ltd. Applicant

Vs.

Smt. Poonam Rajendrakumar Singh.... Respondents
& Ors.

Mr. Devendranath S. Joshi for Applicant.
None for Respondents.

Coram : MADHAV J. JAMDAR, J.

Date : 22ND DECEMBER, 2021

P.C.:

1. In this application by order dated 7th January, 2016 passed by this Court, the applicants/Insurance Company were directed to deposit the entire decretal amount alongwith interest thereon in the trial Court.

2. Mr. Joshi states that accordingly the entire decretal amount alongwith interest is deposited in the trial Court. This Court by the said

order, granted ad-interim stay to the operation and execution of the impugned judgment and order.

3. Today none appears for Respondent Nos. 1 and 2, who are contesting Respondents. No affidavit-in-reply is filed. As the entire decretal amount is deposited in the trial Court, the Civil Application is allowed in terms of prayer clause (a) on the condition that Respondent Nos. 1 and 2 are at liberty to withdraw 50% of amount as per the share as directed by the learned Member, M.A.C.T., Mumbai by judgment and award dated 7th May, 2014 passed in Motor Accidents Claim Tribunal, Mumbai in M.A.C.P. No. 45 of 2007.

(MADHAV J. JAMDAR, J.)