Uday S. Jagtap

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 2867 OF 2020
IN
FIRST APPEAL (ST.) NO. 4173 OF 2020

The Oriental Insurance Co. Ltd. .. Applicant

Vs.

Smt. Nasreen Sajid Khan & Ors. .. Respondents

.....

Ms. Poonam Mital for the applicant – insurer
Mr. Sudhakar G. Thorat for the respondent nos. 1 to 3

CORAM : PRITHVIRAJ K. CHAVAN, J.

DATED : 25th FEBRUARY, 2021

P.C.

1. This is an application seeking stay to the execution of the judgment and award passed by the M.A.C.T., Mumbai on 19th December, 2018 in M.A.C.P. No. 1365 of 2013.

2. It is submitted by the learned Counsel for the applicant that M.A.C.T., Mumbai has issued a warrant of attachment pursuant to which the bank account of the insurance company with Bank of Baroda is likely to be attached by tomorrow and, therefore, the learned Counsel pressed for staying execution of the said award. She has drawn my attention to the e-mail received from the Administrative Officer of the applicant - company dated 24th February, 2021. This e-mail appears to have been sent by one Ms. Dnyanada Pawar, Administrative Officer (Legal) of the Oriental Insurance Company Ltd. It is stated in the e-mail that the cheque

will be deposited with M.A.C.T., Mumbai by tomorrow (i.e. today on 25.02.2021).

3. The learned Counsel for the claimants – respondents, however, drawn my attention to a correspondence made to the applicant company by him on 25th January, 2019 informing about the impugned judgment and award passed by the M.A.C.T. Mumbai *inter alia* requesting it to make payment as per the apportion given in the order of the Court. It seems that the said request fall on deaf ears, as there was no response from the insurer to the said letter. Such conduct of the insurance company is deprecated, more particularly, in view of the fact that this is a welfare legislation. Be that as it may.

4. There shall be ad-interim stay in terms of prayer clause (a) of the application till tomorrow i.e. 26th February, 2021.

5. If the applicants fail to deposit the amount till 26th February, 2021, ad-interim relief shall stand vacated without further reference to the Court.

6. If the amount is deposited, the respondents - claimants are at liberty to withdraw 60% of the amount of compensation with accrued interest. At the time of withdrawal, respondent no.1 shall given an undertaking that in case the appeal succeeds, she will return the amount with interest at such rate as would be directed by this Court depending upon the outcome of the first appeal.

7. If respondent no.1 does not file an undertaking within the aforesaid period, the amount that would be deposited by the applicant shall be invested by the M.A.C.T in the fixed deposit of a Nationalized Bank for a period of one year and thereafter for one more year again after obtaining order from this Court.

8. If 60% amount is withdrawn by the respondents, balance amount shall be invested by the M.A.C.T in a fixed deposit as stated above, in a Nationalized Bank.

9. The application stands disposed0 of.

(PRITHVIRAJ K. CHAVAN, J.)