

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

**INTERIM APPLICATION NO.389 OF 2021
IN
FIRST APPEAL [STAMP] NO.93767 OF 2020**

**Bajaj Allianz Gen. Insurance Co. Ltd.]...Applicant/Appellant.
Vs.
Mansur Yuunus Zari & Anr.]...Respondents.**

Mr. Sarthak Diwan for applicant/appellant.

CORAM : PRITHVIRAJ K. CHAVAN, J.

DATE : 3RD MARCH, 2021.

P.C. :

1. Leave to amend prayer clause (b) of the application, to substitute the word 'Solapur' with 'Pandharpur'.
2. Amendment be carried out forthwith.
3. Re-verification is dispensed with.
4. Heard Mr. Sarthak Diwan, the learned Counsel for the appellant. He prays for staying execution of an award passed by the Member, MACT, Pandharpur in M.A.C.P. No.60 of 2013 on 10th January 2020. It is contended that the appellant has a good case on merits. If execution of the impugned judgment is not stayed then, the appeal will become infructuous. The learned Counsel for the appellant/insurer, on

instructions, undertakes to deposit the entire amount of compensation with accrued interest within 4 weeks before M.A.C.T., Pandharpur. Statement is accepted. In view of the statement made, there shall be *ad-interim relief in terms of prayer clause (b) of the application.*

5. If the appellant fails to deposit the amount as above, ad-interim relief shall stand vacated without further reference to the Court.

6. After depositing the amount, the respondent/claimant is permitted to withdraw 50% of the amount with accrued interest.

7. At the time of withdrawal, the claimant shall give an Undertaking that in case, the appeal succeeds, he will refund the amount with interest, subject to the outcome of the appeal.

8. The application stands disposed of.

(PRITHVIRAJ K.CHAVAN,J.)