

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

931 CIVIL APPLICATION NO. 1152 OF 2023
IN FIRST APPEAL NO. 3128 OF 2013

HEMLATA MAHENDRA PATIL
VERSUS
THE UNITED INDIA INSURANCE COMPANY LTD THR ITS
DIVISIONAL MANAGER AURANGABAD AND OTHERS

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Mr. J.R. Patil – Advocate for Applicant
Mr. A.G. Kanade – Advocate for Respondent No.1

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CORAM : SANDIPKUMAR C. MORE, J.
DATE : 10th August, 2023

PER COURT :

1. Heard rival submissions.
2. The applicant is seeking withdrawal of 60% of the compensation amount alongwith the proportionate interest, which has been deposited by the Insurance Company.
3. The learned Counsel for the applicant pointed out order dated 29th March, 2022 passed by this Court in the appeal filed by present applicant wherein there is reference of compromise between the applicant as well as present respondent Nos.2 and 3 as regards the apportionment of compensation amount. It appears that, as per the compromise decree in Special Civil Suit No. 38 of 2013 filed by the present

applicant, it was agreed that the applicant would get 60% from the compensation amount whereas respondent Nos.2 and 3 who are the parents of deceased would get 40% of the compensation.

4. The learned Counsel for the Insurance Company opposed the application on the ground that, the vehicle involved in the accident was not having fitness certificate.

5. In view of the same and considering the compromise between applicant and respondent Nos.2 and 3, the applicant is permitted to withdraw 50% of her share in the compensation i.e. 60% in total compensation alongwith the proportionate interest accrued thereon till date on furnishing usual undertaking to the satisfaction of the Registrar (Judicial) of this Court.

6. The remaining amount be kept in F.D.R. in any nationalized Bank on yearly renewal basis till final disposal of this appeal.

7. The civil application is accordingly disposed of.

[SANDIPKUMAR C. MORE]
JUDGE