

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

CIVIL APPLICATION NO. 6116 OF 2020
IN FIRST APPEAL NO. 556 OF 2020

GORAKHANATH LIMBAJI PATIL AND OTHERS
VERSUS
NEW INDIA ASSURANCE COMPANY LTD THR ITS
AUTHORIZED OFFICER AURANGABAD AND OTHERS

...
Mr. M.M. Bhokarikar – Advocate for Applicants
Mr. M.M. Ambhore – Advocate for Respondent No.1
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CORAM : SANDIPKUMAR C. MORE, J.
DATE : 17th April, 2023

PER COURT :

1. Heard rival submissions.
2. The applicants are seeking withdrawal of the entire amount of compensation, which has been deposited by the Insurance Company alongwith the interest accrued thereon.
3. The learned counsel for the Insurance Company strongly opposed the application on the ground that, there was no valid policy in respect of the Ertiga car involved in the accident. It is significant to note that, Insurance Company in respect of both the vehicles involved in the accident is one and

the same. Moreover, from the judgment itself it appears that the witness of the Insurance Company has admitted the fact that, amount premium in respect of insurance of the Ertiga car was accepted by the Insurance Company from Rahul Jagdale, who is owner of the Ertiga car on 6th July, 2017. There is no question of invalidity of insurance policy of the other vehicle i.e. tankar. In view of such observation of the learned Tribunal, the applicants at this juncture are permitted to withdraw 75% amount from their respective shares as determined by the learned Tribunal alongwith the proportionate interest accrued thereon till date on furnishing usual undertaking to the satisfaction of the Registrar (Judicial) of this Court.

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

6. The civil application is accordingly disposed of.

[SANDIPKUMAR C. MORE]
JUDGE