



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**36 CIVIL APPLICATION NO. 2599 OF 2024
IN FAST/37963/2019**

SUNANDABAI KAILAS PATIL (THAKRE) AND ORS

....Applicant

VERSUS

KEVALBAI MURLIDHAR PATIL AND ANR

.....Respondents

Mr. Amol S. Sawant, Advocate for Applicants

Mr. A. S. Usmanpurkar, Advocate for Respondent No.2

CORAM : Y. G. KHOBRAGADE, J.

Dated : 11th March, 2024

ORDER:

1. Heard Mr. Sawant the counsel Advocate appearing for the applicants and Mr. Osmanpurkar, the learned Advocate appearing for Non Applicant No.2/Insurance Company at length.

2. The applicants are the original claimants and Non-applicant No.2 is the Appellant/Insurance company. Non- applicant No.2 Insurance Company invoked the jurisdiction of this court under section 173 of the Motor Vehicles act 1988 and prayed to quash and set aside the award dated 21.11.2017 passed by the learned Motor Accident Claims Tribunal, Dhule, in MACP No. 98/2013, thereby the Non-applicant No.2 Insurance Company was directed to pay compensation of Rs.15,80,000/- to the claimants with interest @ 9% p. a. from 06.02.2013 till its realization.

3. It is undisputed that the Appellant Insurance Company deposited the entire amount of compensation along-with interest before this Court. The appeal is yet to be admitted, though it has been filed in the year 2019.

4. By the present application, Applicant Nos. 2, 3 and 4 have prayed for permission to withdraw the compensation amount of their share on the ground that they require the said amount to repay the hand-loan taken from relatives for marriage expenses of Applicant Nos 2 and 3 as well as for education purpose of Applicant No.4.

5. The learned counsel appearing for the Appellant-Insurance Company strongly resisted the application on the ground that vide order dated 05.02.2021, passed in Civil Application No. 1945 of 2021, the Applicant Nos. 1, 5 and 6 were permitted to withdraw an amount of Rs. Five lakhs and remaining amount has been kept under fixed deposit with the Nationalized Bank, which is to be renewed from time to time during the pendency of the appeal.

6. The learned counsel appearing for non Appellant Insurance Company submits that though Applicant Nos. 2 and 3 prayed for withdrawal of amount to meet their marriage expenses and for educational expenses of Applicant No.4, however, marriage of Applicant No. 2 solemnized on 20.04.2014 and marriage of Applicant No. 3 solemnized on

03.03.2019 and, therefore, the purpose for which the applicants wanted to withdraw the amount does not exist. So also, no financial assistance is required for educational purpose of Applicant No.4.

7. It is needless to say that Applicant Nos. 2 and 3 were bachelor at the time of accident and prior to filing of the appeal they were married. However, Applicant No. 1, who is the natural mother of Applicant Nos.2 to 4, has incurred huge expenses for the marriages of her daughters, for which she might have obtained financial assistance from her relatives. Therefore, to repay said hand-loan as well as for educational purposes of Applicant No.3, financial assistance is required.

8. In view of the above, considering the nature of the claim as well as the exigencies set out in the application, it would be just and proper to permit Applicant Nos. 2, 3 and 4 to withdraw Rs. Three lakhs each from the amount of fixed deposit, which has been kept in a Nationalized Bank, on furnishing an undertaking to the satisfaction of Registrar (Judicial) of this Court that in case the appeal is allowed they shall redeposit the said amount with this Court within a period of four weeks therefrom.

9. The civil application is accordingly disposed of.

(Y. G. KHOBRADE, J.)

