

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CIVIL APPELLATE JURISDICTION****FIRST APPEAL NO. 672 OF 2018**

United India Insurance Company Limited

... Appellant

Versus

Minatai Vasant Patil and Ors.

... Respondents

.....

Mr. Amol Gatne, Advocate for the Appellant.

CORAM : SHIVKUMAR DIGE, J.**DATE : 6th MAY, 2024****P.C. :**

1. Mentioned. Not on Board. Taken on Board.
2. Perused the praecipe dated 06.05.2024 for speaking to minutes of Judgment/order dated 6th February, 2024.
3. Learned counsel for the appellant submits that in the Judgment/order dated 6th February, 2024 some corrections are required to be made in clause No.(b) and after carrying out corrections the said clause (b) be read as:

“b. The Appellant/Insurance Company shall pay the compensation awarded by the Tribunal to the Respondents/Claimants along with accrued interest thereon. The Appellant/Insurance Company is at liberty to recover the amount awarded by Tribunal with interest along with enhanced amount with interest from Respondent No.6 Owner of the offending vehicle. The Appellant/Insurance Company shall deposit the enhanced amount of Rs.2,71,000/- @ 7.5% interest per annum from 1st November, 2017 till realisation of amount.”

Learned counsel for appellant further submits that in paragraph No. 7, clause (c) 3rd line, the word “enhanced” should be deleted.

4. Necessary corrections be carried out in the original Judgment/order and the corrected order be uploaded. Rest of the order shall remain as it is.

(SHIVKUMAR DIGE, J.)