

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

**INTERIM APPLICATION NO.17595 OF 2022
IN
FIRST APPEAL NO. 1221 OF 2023**

HDFC ERGO General Insurance Co. Ltd. ...Applicant
Versus
Smt. Nisha Milind Kamble and Ors. ...Respondents

Ms Sweta Shah i/b. Mr. Abhijit Kulkarni for the Applicant
Mr. Avesh A. Ghadge i/b. Mr. Akshay A. Kulkarni for the Respondent Nos. 1
to 5

CORAM : M. M. SATHAYE, J.

DATED : 18 SEPTEMBER 2024

P.C.:

1. Heard learned counsel for the parties.
2. This is an Application by the Applicant-Insurance Company for stay to the impugned judgment and award. Office note shows that writ is received duly certified with remark that the amount is deposited by the Appellant – Insurance Company. The amount shown to be deposited is not disputed by the learned counsel for the Respondent Nos. 1 to 5 (Claimants).
3. In light thereof, the Interim Application is allowed in terms of prayer clause (a), which reads thus:

“(a) That pending hearing and final disposal of the present First Appeal, the effect, operation, implementation

and execution of the impugned Judgment and Award dated 11.03.2022 passed by the Motor Accidents Claim Tribunal, Jaysingpur in M.A.C.P 2 of 2015 and disbursal of amount there under, be kindly stayed.”

4. The Interim Application is disposed of.

(M. M. SATHAYE, J.)