IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE SIDE JURISDICTION

INTERIM APPLICATION NO. 1330 OF 2023
IN
FIRST APPEAL NO. 439 OF 2022

Sangita Ashok Umap & Ors. ....Applicants

IN THE MATTER BETWEEN

The New India Assurance Co. Ltd.

Pune & Mumbai. ....Appellant

Versus

Sangita Ashok Umap & Ors. ....Respondents

Mr. Harshad P. Nahata i/b Mr. Ketan Dhavle, Advocate for the Applicant.
Ms. Deepika Prabhula i/b Res Juris, Advocate for the Respondent No.1.

CORAM : SHIVKUMAR DIGE, J.

DATE : 6th MARCH, 2024.

P.C. :

1. Heard learned counsel for the Applicants and the learned counsel for the Respondent No.1.

2. The learned counsel for the Applicants submits that the deceased was husband of Applicant No.1 and father of Applicant Nos. 2 to 6.

3. The deceased was sole bread earned of Applicants family. After death of deceased Applicants have no source of income.

They need the amount for their daily expenses, and marriage of kids and to repay the loan. Hence, requested to allow the Application.

4. The learned counsel for the Respondent no.1 strongly objected to allow the Application on the ground that there was breach of terms of Insurance Policy. The offending jeep had passengers more than permitted capacity but this fact is not considered by the Tribunal and awarded exorbitant and excessive compensation. Hence, requested to dismiss the Application.

5. I have heard both learned counsel.

6. The deceased was sole bread earner of the Applicants' family. The Applicants needs the amount for their daily expenses. The grounds raised by the Respondent can be raised considered at the time of the final hearing of the Appeal. Hence, I pass following order;

ORDER

i. The Application is allowed.

ii. The Applicants are permitted to withdraw 25% amount along with accrued interest out of the deposited amount, on furnishing undertaking.

(SHIVKUMAR DIGE, J.)