

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

**INTERIM APPLICATION NO. 485 OF 2024
IN
FIRST APPEAL (ST) NO. 31561 OF 2023**

Bajaj Allianz General Insurance Co. Ltd. ...Applicant
Versus
Dhondji Biraji Gurkhe And Ors. ...Respondents

Mr. Devendranath S. Joshi for the Applicant.
Ms. Varsha Chavan for the Respondent Nos. 1 and 2.

CORAM : M. M. SATHAYE, J.

DATED : 16 AUGUST 2024

PC.:

1. Heard learned Counsel for the Applicant-Insurance Company and learned Counsel for the Respondent Nos. 1 and 2/Original Claimants. None present for Respondent No. 3 / Owner though duly served.
2. This is an application for interim stay to the impugned Judgement and Award passed by Motor Accident Claims Tribunal (M.A.C.T.), Mumbai
3. Learned Counsel for the Respondent/Claimants fairly accepts that as directed by this Court earlier, the award amount is already deposited by the Applicant-Insurance Company. In that view of the matter, the Interim Application is allowed in terms of prayer clause (a), which reads thus:

“a. Pending the hearing and final disposal of the

appeal, this Hon'ble Court, by an award of stay, may kindly stay the operation, implementation and execution of the impugned award dated 22/06/2023 passed by the Motor Accident Claims Tribunal, Mumbai in M.A.C.P. No. 459 of 2013.”

4. The statutory amount deposited in this Court be transferred to M.A.C.T., Mumbai for necessary adjustment. Needless to mention that the Claimants are at liberty to file application for withdrawal of the amount, which will be decided on its own merits.
5. The Interim Application is disposed of.

(M. M. SATHAYE, J.)