

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

**Interim Application No.13329 of 2024
In
First Appeal No.188 of 2023**

Smt. Nayana Nitin Parab and others ... Applicants

In the matter between

Iffco Tokio General Ins. Co. Ltd. ... Appellant

V/s.

Smt. Nayana Nitin Parab and others ... Respondents.

Ms. Prachi Pawar a/w. Rajesh Kanojia i/b. Res Juris	Advocate for the Insurance company-appellant.
Mr. Devendranath S. Joshi i/b Sarika P. Kamble	Advocate for Applicants- respondents in appeal.

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CORAM : S.M. MODAK, J

DATE : 17 October 2024.

P.C. :

Heard learned Advocate Joshi holding for learned Advocate Ms. Chavan for the claimants and learned Advocate Mr.Kanojia for the appellant-insurance company.

2. There is an award holding insurer and insured jointly and severally liable in a death claim. One of the grounds raised is about breach of policy. The Legal Manager and Investigator were examined. No one from RTO office is examined. That is why

breach of the terms of the policy is not proved. Even if appellant will succeed in the appeal, there can be Pay and Recovery order. The claimants are the wife and son of the deceased. They are entitled for withdrawal of 70% amount. Hence, the following order:-

ORDER

- (i) Both the claimants are permitted to withdraw 70% of the awarded amount along with interest on furnishing usual undertaking.
- (ii) Apportionment be made as per the Award.
- (iii) Interim Application stands disposed of.

(S.M. MODAK, J.)