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FMA 1397 of 2022

Cholamandalam MS General Insurance Co. Ltd.

Vs.

Aratun Bibi & Ors.

AND

FMA 105 of 2023

Cholamandalam MS General Insurance Co. Ltd.

Vs.

Santoshi Baichar & Ors.

With

COT 79 of 2023

Santoshi Baichar & Ors.

Vs.

Cholamandalam MS General Insurance Co. Ltd. & Anr.

Mr. Rajesh Singh

... for the appellants/claimants

Mr. Ashique Mondal

... for the respondents/claimants

Inadvertent typographical error crept in
judgment dated 7th April, 2025.

In the table of 1st row of page No. 5 of the
judgment dated 7th April, 2025 “it was erroneously
recorded as ‘Annual Income’ instead of ‘Monthly
Income’.

In the table of 3rd row of page No. 5 of the
judgment dated 7th April, 2025 the word “Future
Prospect (40%) should be deleted.

In the table of 4th row of page No. 5 of the
judgment dated 7th April, 2025 “it was erroneously
recorded as ‘Personal Expenses (40%)’ instead of
‘Future Prospect (40%)’.

In the 3rd line of 16th Paragraph of the judgment dated 7th April, 2025 “it was erroneously recorded as ‘Rs. 10,82,517/- = (Rs. 25,000 + 10,57,517/-)’ instead of ‘Rs. 14,75,959/- = (Rs. 25,000 + 14,50,959/-)’.

In the 5th line of 16th Paragraph of the judgment dated 7th April, 2025 the words **“The learned advocate representing the appellant/insurance company will further deposit remaining balance along with 6% interest before the office of the learned Registrar General, High Court at Calcutta within ten weeks from the date of passing of this order”** this portion should be deleted.

In the 7th line of 18th Paragraph of the judgment dated 7th April, 2025 the words **“and refund the differential amount with an accrued interest through a cheque to the learned advocate for the insurance company for the accounts of the insurance company”** this portion should be added.

In the 1st line of 19th Paragraph of the judgment dated 7th April, 2025 “it was erroneously recorded as ‘The instant appeal and cross objection are disposed of accordingly’ instead of “The instant appeal is disposed of accordingly”.

In the 4th line of 36th Paragraph of the judgment dated 7th April, 2025 “it was erroneously

recorded as 'Rs. 11,45,200/-' instead of "Rs. 8,32,600/-".

In the table of 4th row of page No. 10 of the judgment dated 7th April, 2025 the word "Future Prospect (40%) should be deleted.

In the table of 5th row of page No. 10 of the judgment dated 7th April, 2025 "it was erroneously recorded as 'Personal Expenses (40%)' instead of 'Future Prospect (40%)'.

In the 1st line of 37th Paragraph of the judgment dated 7th April, 2025 "it was erroneously recorded as 'The learned Advocate representing the appellant/insurance Company submits to have deposited a sum of Rs. 14,75,959/- = (Rs. 25,000 + 14,50,959/-) through two separate cheques as per challan filled by the learned advocate representing the appellant/insurance company" instead of " The learned Advocate representing the appellant/insurance Company submits to have deposited a sum of Rs. 10,82,517/- = (Rs. 25,000 + 10,57,517/-) through two separate cheque as per challan filled by the learned advocate representing the appellant/insurance company. The appellant/insurance company will further deposit remaining balance amount along with 6% interest before the office of the learned Registrar General, High Court at Calcutta within 10 weeks from the date of passing of this order".

Other portions of the judgment remain unaltered.

Department is directed to make necessary correction to that effect in the judgment dated 7th April, 2025.

(Ananya Bandyopadhyay, J.)