



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**CIVIL APPLICATION NO.1135 OF 2025
IN FIRST APPEAL [ST] NO.2868 OF 2025**

Reliance General Insurance Co Ltd
VS
Shri Jibhau Gopichand Bhalkare

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Mr.A.S.Usmanpurkar, Advocate for applicant
Mr.M.H.Patil, Advocate for respondent

AND

CIVIL APPLICATION NO. 9192 OF 2025
IN FAST/2868/2025

Shri Jibhau Gopichand Bhalkare
VERSUS
Reliance General Insurance Co Ltd And Ors

Mr.M.H.Patil, Advocate for applicant
Mr.A.S.Usmanpurkar, Advocate for respondent no.1

A

CORAM : AJIT B. KADETHANKAR, J.
DATE : SEPTEMBER 09, 2025

ORDER :-

STAY APPLICATION:-

It is submitted by Mr.Usmanpurkar, learned counsel for the Insurance Company, that the entire payable award amount has been deposited in this Court. Mr.Patil, learned counsel for the claimant agrees with this submission.

2. In view of this, stay granted earlier to operation and execution of the impugned judgment and award is made absolute. The application stands disposed of.

APPLICATION FOR WITHDRAWAL OF AMOUNT:-

3. As against the judgment and award dated 05.06.2024, passed by learned Member, M.A.C.T., Dhule, in MACP No.395 of 2016, the original respondent no.3 in the claim petition, has filed present First Appeal. Pursuant to the order passed by this Court staying executing and operation of the impugned judgment and award (supra), the appellant – Insurance company has deposited the amount equal to Rs.23,51,661/- in this Court.

4. Present Civil Application is filed by the original claimant/victim of the accident for withdrawal of the entire amount deposited by the appellant – Insurance Company in this Court.

5. Learned counsel for the applicant submits that the applicant is in dire need of money. His entitlement to the award amount, has been assessed by learned Tribunal after going through the evidence on record and examination of the facts and circumstances of the case.

6. Per contra, learned counsel for the respondent - Insurance Company submits that the learned Tribunal has granted exorbitant amount to the claimant, which does not found within the meaning of just and proper compensation in terms of the Motor Vehicles Act, 1988. He would submit that the applicant/claimant did not sustain any functional disability and that learned Tribunal ought not to have granted future prospects in such case. He further contends that in fact, the salary of the applicant was increased post the date of the accident. With this, he opposes withdrawal of the award amount.

7. It is not in dispute that the applicant sustained grievous injuries resulting in the permanent disability out of the accident mentioned in the matter. Learned Tribunal has assessed the entitlement of the applicant after going through the entire evidence and facts of the case. Today, the award stands in favour of the applicant. The amount deposited by the applicant is lying in the bank, which is not in the interest of either party. I think the ends of justice would be served if the applicant is permitted to withdraw an amount of Rs.7 Lakhs on furnishing undertaking; and an amount of Rs.5 Lakhs on furnishing solvent security.

8. Hence, the following order:-

(i) The applicant is permitted to withdraw Rs.7 Lakhs on furnishing usual undertaking; and Rs.5 Lakhs on furnishing solvent security to the satisfaction of learned Registrar (Judicial) of this Court.

(ii) The Civil Application stands disposed of accordingly.

[AJIT B. KADETHANKAR, J.]

KBP