IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

998 CIVIL APPLICATION NO. 2556 OF 2025 (withdrawal of amount)
IN FA/615/2025

Shakilabai Harsing Katari
VERSUS
Bhanudas Shripat Katari And Anr

Mr.Shaikh Sohail Yusuf, Advocate for applicant
Mr.S.R.Bodade, Advocate for respondent no.2

WITH
CIVIL APPLICATION NO. 8816 OF 2024 (for stay)
IN FA/615/2025

CORAM : AJIT B. KADETHANKAR, J.
DATE : SEPTEMBER 18, 2025

ORDER :-

Heard.

2. Mr.Shaikh, learned counsel for the applicant, relies on the order dated 02.05.2025, passed by this court in Civil Application No.2495 of 2025 (Durgabai Ashok Shinde Vs. Bhanudas Shripat Katari and anr.). He submits that the applicant, who has been permitted to withdraw the amount that was deposited by the appellant in the cited case, was a co-passenger with present applicant, who was also travelling in the insured vehicle bearing No.MH-17-AG-9064. It is further submitted that the present applicant filed M.A.C.P. No.215/2017

before learned Member of M.A.C.T., Shrirampur, Dist.Ahmednagar; whereas, the applicant in Civil Application No.2495 of 2025 (supra) had lodged M.A.C.P. No.222 of 2017 in the same court.

3. Mr.Bodade, learned counsel for the appellant – Insurance company, would submit that learned Member ought not to have held the insurer/appellant responsible to indemnify the insured owner for the reason that there was breach of policy condition. He would also contend that the mandatory rules are also not followed by the claimants as well as the insured owner. Thereafter, Mr.Bodade would submit that learned Tribunal has also not considered the mandate of the Maharashtra Motor Vehicles Rules and has held the insurer liable to indemnify the insured owner. Mr.Bodade would further submit that the case of the appellant – insurance company is covered by various judgments of the Hon'ble Supreme Court, wherein, it is held that the risk of the occupants travelling in the goods vehicle is not at all covered by the policy. Lastly, he would submit that learned Tribunal has wrongly applied the legal notions and held the insurer liable to indemnify the insured owner. With this, he strongly opposes the application for withdrawal of amount.

4. Having heard the learned counsel for the parties and particularly, with reference to the order dated 02.05.2025, passed by

this court in Civil Application No.2495 of 2025 in First Appeal No.782/2025 (supra), I pass the following order:-

(i) The applicant/claimant is permitted to withdraw 50% of compensation amount deposited by the insurance company, on furnishing usual undertaking to the satisfaction of learned Registrar (Judicial).

(ii) Balance 50% amount shall be kept in Fixed Deposit.

(iii) To be taken with First Appeal No.782 of 2025

Order in Appeal:-

5. Admit. Mr.Sk. Sohail Yusuf, learned counsel, waives notice for respondent no.1 – claimant.

6. The matter be listed after service of notice is complete. In the meantime, applicant/appellants shall take recourse to Chapter II of the Bombay High Court Appellate Side Rules, 1960, corresponding to the position of the matter.

7. Office objections be removed within two weeks, failing which the matter shall stand dismissed automatically without reference to the court.

[AJIT B. KADETHANKAR, J.]

KBP