IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 5166 OF 2024

Madhukar s/o. Wamanrao More,
Age: 61 years, Occ. : Agri,
R/o. Sonkhed, Tq. Loha,
Dist. Nanded. **... PETITIONER**

...VERSUS...

1. Mrs. Balvirkaur w/o. Chamkaursingh Man,
Age: 64 years, Occ.: Business,
R/o. Ward No. 1, At Suraburdi (Tikaya),
Post. Dawalmethi, Tq. & Dist. Nagpur.
Pin Code-440023.

2. United India Insurance Company Ltd.
Through its Branch Manager,
19, Ambika House Dharampeth Extension,
Shankar Nagar Square, Nagpur
Nagpur - 440010. (Maharashtra).

3. United India Insurance Company Ltd.
Through its Divisional Manager,
Guru Complex, floor No. 1, G. G. Road,
Nanded Tq. & Dist. Nanded-431601. **... RESPONDENTS**

- Mr. B. N. Gadegaonkar, Advocate for the Petitioner
- Mr. M. R. Deshmukh, Advocate for Respondent Nos. 2 and 3

CORAM : ROHIT W. JOSHI, J.
DATE : JULY 24, 2025

O R A L J U D G M E N T :

1. The present petition is filed in M.A.C.P. No. 83/2018 thereby challenging order dated 23.01.2019 passed by the Chairman M.A.C.T., Nanded allowing application for amendment on written statement filed

by respondent no. 2 – Insurance Company vide 'Exhibit 25'. Respondent No. 1 is owner of vehicle. Respondent no. 1 is unserved. However, since the controversy in the present petition is between the petitioner, who is the claimant and respondent no. 2, who is the Insurance Company, the petition is heard finally with the consent of learned advocates for petitioner and respondent no. 2 in the absence of respondent no. 1.

2. The accident in question had undisputedly occurred on 30.10.2017. The pleadings in this regard are made in paragraph 12 of the claim petition. In response to the said paragraph, respondent no. 2 – Insurance Company has stated in paragraph 14 of the written statement that the vehicle in question was insured with it from 27.12.2017 to 26.12.2018. Having mentioned this specific period while the vehicle was insured with it, a statement is made that the vehicle in question was duly covered with respondent no. 2 – Insurance Company at the relevant time. By the application for amendment, it is sought to be clarified that the vehicle in question was insured from 27.12.2017 to 26.12.2018. Thereafter, it is sought to be clarified further that respondent no. 1 had obtained a policy for the said vehicle for period from 31.12.2016 to 30.12.2017 (which covers the date of accident), however, the cheque issued by respondent no. 1 for getting the vehicle insured was dishonoured on 03.01.2017 with an endorsement 'funds insufficient' and thereafter the policy of insurance was cancelled on 05.01.2017.

3. The learned Tribunal has allowed the said application for amendment stating that the pleading was necessary in order to enable respondent no. 2 – Insurance Company to lead additional evidence with respect to its stand.

4. The learned counsel for the petitioner – original claimant assails the order on the ground that the learned Tribunal has allowed respondent no. 2 – Insurance Company to withdraw and express admission about insurance of the subject vehicle, which according to him is impermissible. I have perused the original written statement in which a positive statement is made that the subject vehicle was insured with respondent no. 2 - Insurance company for a period of one year from 27.12.2017 to 26.12.2018. Thereafter, it is stated that the vehicle was insured with the Insurance Company at the relevant time. However, the said statement is sought to be clarified by way of amendment to contend that the owner of vehicle had taken a policy, which was required to be cancelled due to dishonour of the cheque issued by the owner. This statement in my considered opinion does not amount to withdrawal of any express admission. It is rather an explanation of a statement appearing earlier in the written statement. Moreover, the pleadings are with respect to issuance of a policy, payment of consideration by cheque, dishonour of cheque for want of sufficient funds and consequent intimation regarding cancellation of policy on account of dishonour of

cheque. All these aspects can be proved by way of documentary evidence being a matter of record and as such no prejudice will be caused to the claimant, if the amendment is allowed.

5. For the reasons mentioned above, no case is made out for interference at the hands of this Court. The writ petition is, therefore, **dismissed**.

6. Pending civil applications, if any, stand **disposed of**.

[ROHIT W. JOSHI, J.]