



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

**CIVIL APPLICATION NO. 3944 OF 2025
IN FAST/32668/2024 (WITHDRAWAL)**

Ravindra Ramrao Ambilwade

VERSUS

Shaikh Israil Shaikh Ismail And Ors

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Mr. D. B. Sadaphule, Advocate for Applicant

Mr. M. R. Deshmukh, Advocate for Respondent no.2

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WITH

CIVIL APPLICATION NO. 12843 OF 2024 IN FAST/32668/2024 (STAY)

WITH

**CIVIL APPLICATION NO. 12842 OF 2024
IN FAST/32668/2024 (DELAY)**

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CORAM : AJIT B. KADETHANKAR.

DATED : 16TH SEPTEMBER, 2025

ORDER :-

CIVIL APPLICATION NO. 12842 OF 2024 IN FAST/32668/2024 (DELAY)

. This is an application for condonation of delay of 143 days caused in filing present First Appeal. Being aggrieved by the judgment and award dated 05.02.2024, passed by the learned Member of Motor Accident Claims Tribunal, Aurangabad in M.A.C.P. No.271 of 2018, present appeal is filed by the original respondent/insurer.

2. Mr. M. R. Deshmukh, learned Advocate for the applicant submits that the delay caused in filing the appeal is

due to administrative exigency and not on account of any lethargy or deliberate negligence. He would further submit that certain time is consumed in obtaining the proposals on the appeal recommendations and also in securing the funds to file the appeal. Mr. Deshmukh further submits that the appeal consists of good grounds on merit in the light of the law prevailing in the field. He then submits that as the appellant/insurer has deposited entire amount in this Court together with interest, the interest of claimants is well protected and that there would be no prejudice to any party if the delay is condoned and the appeal is heard on merits.

3. Mr. D. B. Sadaphule, learned Advocate appearing for the real stake holders/claimants however opposes the Civil Application vehemently. He would further submit that the delay is an outcome of lethargy and negligence on the part of appellant/authorities. He then submits that the entitlement of the claimant is adjudicated by the learned Tribunal after conduct of full trial. With this, he opposes the application for delay condonation.

4. Heard both the parties.

5. It appears that the delay of 143 days is well explained

by the appellant/Insurance Company. It is not occurred due to any lethargy or deliberate attempt by any authority of the appellant/Insurance Company nor was it intended to protract the litigation or to deprive the claimants from getting their legitimate amount of compensation. Entire awarded amount is already deposited in this Court by the appellant/Insurance Company together with accrued interest. In view of this, I pass following order:

ORDER

- a. Civil Application is allowed in terms of prayer clause 'B'.
- b. Delay of 143 days caused in filing the First Appeal stands condoned.
- c. Appellant to remove all office objections within two weeks from today. Failing to which, the registration of appeal shall stand cancelled.
- d. Subject to removal of all office objections, appeal be registered.

FIRST APPEAL ST. NO.32668 OF 2024

. On registration of First Appeal, issue notice to the respondents, returnable on 14.10.2025. Mr. D. B. Sadaphule, learned Advocate waives service of notice for respondent no.1.

2. The matter be listed after service of notice is complete. In the meantime, applicant/appellant shall take recourse to the provisions enumerated in Chapter II of the Bombay High Court Appellate Side Rules, corresponding to the stage and requirement of matter.

CIVIL APPLICATION NO. 12843 OF 2024 IN FAST/32668/2024 (STAY)

. Mr. M. R. Deshmukh, learned Advocate for the applicant submits that pursuant to the order passed by this Court on 10.12.2024, the appellant/Insurance Company has deposited the entire payable amount together with interest in this Court.

2. As such, the Civil Application stands allowed in terms of prayer clause 'B'.

3. Stay granted earlier is made absolute in above terms.

CIVIL APPLICATION NO. 3944 OF 2025 IN FAST/32668/2024

. Mr. D. B. Sadaphule, learned Advocate for the applicant submits that the entitlement of the claimant is adjudicated by the learned Tribunal by appreciating evidence on record. He submits that his permanent disability has been held to be proved by the learned Tribunal. In the circumstances, he shall be permitted to withdraw the amount deposited by the

appellant/Insurance Company.

2. Per contra, Mr. M. R. Deshmukh, learned Advocate representing the Insurance Company was at pains to submit that although there is a permanent disability sustained to the claimant, yet there is no reduction in his salary or there are no adverse effect of his service conditions. Mr. M. R. Deshmukh would further submit that for medical reimbursement, the appellant/Insurance Company would not have any objection as also for the loss of salary for the leave period. He however strongly opposes the approach of the learned Tribunal, whereby in routine manner granted compensation without considering whether it was a functional disability or whether it was a fit case to grant compensation for the case of functional disability. Mr. Deshmukh would further submit that the entitlement has been wrongly held by the learned Tribunal.

3. Heard both the parties.

4. Having considered the objections raised by the appellant/Insurance Company, I am of the considered view that the Civil Application could be allowed partly whereby allowing the claimant to withdraw the amount of Rs.800000/-

on furnishing undertaking to the satisfaction of the learned Registrar (Judicial) of this Court. Claimant is also permitted to withdraw further 200000/- on furnishing solvent surety/security to the satisfaction of learned Registrar (Judicial) of this Court. I have taken note of the fact that today the award stands in favour of the applicant/claimant. His permanent disability is not disputed. His entitlement to the compensation is also not disputed except quantum as has been objected by Mr. M. R. Deshmukh in his appeal. By the condition imposed on the claimant (supra), the interest of the appellant/Insurance Company is also well protected. Hence, following order:

ORDER

- a. Civil Application stands partly allowed.
- b. The claimant is permitted to withdraw Rs.800000/- on furnishing undertaking and Rs.200000/- on furnishing solvent surety/security, together with proportionate accrued interest to the satisfaction of Registrar (Judicial) of this Court.
- c. Balance amount, if any, be deposited in the fixed deposit in any nationalized bank.

(AJIT B. KADETHANKAR, J.)