

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

**CIVIL APPLICATION NO. 4296 OF 2025
IN
FIRST APPEAL NO. 1819 OF 2018**

New India Assurance Co. Ltd.,
through its Authorized Signatory, Aurangabad. **...Applicant**

Versus

Rustam Kaduba Wayal & Anr. **...Respondents**

.....
Mr. Mohit R. Deshmukh – Advocate for the Applicant
Mr. Pavan A. Shelar h/f Mr. Nitin Bhavar Patil – Advocate for
Respondent No. 1
.....

CORAM : NEERAJ P. DHOTE, J.

DATED : 16TH APRIL 2025

PER COURT : -

1. This is an Application by the Insurance Company i.e. the Appellant, for restoration of the Appeal, which was dismissed as against Respondent No. 2 – Naushad Ahmed Siddique, by the order dated 19th April, 2024, which reads as under : -

“The appellant to furnish the correct address of the respondent no.2 on or before 10.05.2024. After the address is furnished, issue fresh notice to the respondent no.2 by regular mode as well as by RPAD, made returnable on 05.07.2024. The appellant to bear the required postal charges. It is made clear that in case the appellant fails to furnish the correct address on or before 10.05.2024 in that event the appeal shall stand dismissed as against respondent no.2 without reference to the Court.”

2. The learned Advocate for the Appellant submits that, Respondent No. 2 was never served in the Appeal and due to non-furnishing the correct address within the stipulated time, the Appeal came to be dismissed as against Respondent No. 2. He submits that, he has provided two addresses of Respondent No. 2 in paragraph no. 11 of the Application and, therefore, Application be allowed.

3. Considering the above and on going through the contents of the Application, the Application is allowed in terms of prayer clauses 'B', 'C', 'D' and 'E' thereof. The necessary amendment be carried out in the Appeal memo within a period of one (1) week. After the amendment is carried out, issue notice to Respondent No. 2, returnable after six (6) weeks thereafter.

[NEERAJ P. DHOTE]
JUDGE