



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

946 CIVIL APPLICATION NO. 8737 OF 2025
IN FAST/15330/2025

SAJIYA VAHID PATHAN SAJIYA RAJMAHMAD SHAIKH AND ORS

VERSUS

ARUN HARIBHAU MHASKE AND ORS

WITH

CIVIL APPLICATION NO. 6209 OF 2025
IN FAST/15330/2025

BRANCH MANAGER NEW INDIA ASSURANCE COM LTD THROUGH ITS
MANAGER THE NEW INDIA ASSURANCE CO LTD

VERSUS

SAJIYA VAHID PATHAN SAJIYA RAJMAHMAD SHAIKH AND ORS

WITH

CIVIL APPLICATION NO. 6210 OF 2025
IN FAST/15330/2025

BRANCH MANAGER NEW INDIA ASSURANCE COM LTD THROUGH ITS
MANAGER THE NEW INDIA ASSURANCE CO LTD

VERSUS

SAJIYA VAHID PATHAN SAJIYA RAJMAHMAD SHAIKH AND ORS

AND

947 CIVIL APPLICATION NO. 8747 OF 2025
IN FAST/15320/2025

SAJIYA VAHID PATHAN SAJIYA RAJMAHMAD SHAIKH AND ORS

VERSUS

ARUN HARIBHAU MHASKE

WITH

CIVIL APPLICATION NO. 6207 OF 2025
IN FAST/15320/2025

BRANCH MANAGER NEW INDIA ASSURANCE COM LTD THROUGH ITS
MANAGER THE NEW INDIA ASSURANCE CO LTD

VERSUS

SAJIYA VAHID PATHAN SAJIYA RAJMAHMAD SHAIKH AND ORS

**WITH
CIVIL APPLICATION NO. 6208 OF 2025
IN FAST/15320/2025**

BRANCH MANAGER NEW INDIA ASSURANCE COM LTD THROUGH ITS
MANAGER THE NEW INDIA ASSURANCE CO LTD

VERSUS

SAJIYA VAHID PATHAN SAJIYA RAJMAHMAD SHAIKH AND ORS
AND

**948 CIVIL APPLICATION NO. 8763 OF 2025
IN FAST/15326/2025**

SWALEHA NASIR KHAN AND ORS

VERSUS

ARUN HARIBHAU MHASKE

**WITH
CIVIL APPLICATION NO. 6211 OF 2025
IN FAST/15326/2025**

BRANCH MANAGER NEW INDIA ASSURANCE COM LTD THROUGH ITS
MANAGER THE NEW INDIA ASSURANCE CO LTD

VERSUS

SWALEHA NASIR KHAN AND ORS

**WITH
CIVIL APPLICATION NO. 6212 OF 2025
IN FAST/15326/2025**

BRANCH MANAGER NEW INDIA ASSURANCE COM LTD THROUGH ITS
MANAGER THE NEW INDIA ASSURANCE CO LTD

VERSUS

SWALEHA NASIR KHAN AND ORS
AND

**949 CIVIL APPLICATION NO. 8765 OF 2025
IN FA/1499/2025**

SAJIDA NASIR KHAN AND ORS

VERSUS

ARUN HARIBHAU MHASKE AND ORS

**WITH
CIVIL APPLICATION NO. 6233 OF 2025
IN FA/1499/2025**

BRANCH MANAGER NEW INDIA ASSURANCE COM LTD THROUGH ITS
MANAGER THE NEW INDIA ASSURANCE CO LTD

VERSUS

SAJIDA NASIR KHAN AND ORS
AND
963 CIVIL APPLICATION NO. 8758 OF 2025
IN FAST/15071/2025

NIHAL NASIR KHAN AND ORS

VERSUS

ARUN HARIBHAU MHASKE

WITH

CIVIL APPLICATION NO. 6202 OF 2025
IN FAST/15071/2025

BRANCH MANAGER NEW INDIA ASSURANCE COMPANY LTD THROUGH ITS
MANAGER THE NEW INDIA ASSURANCE CO LTD

VERSUS

NIHAL NASIR KHAN AND ORS

WITH

CIVIL APPLICATION NO. 6204 OF 2025
IN FAST/15071/2025

BRANCH MANAGER NEW INDIA ASSURANCE COMPANY LTD THROUGH ITS
MANAGER THE NEW INDIA ASSURANCE CO LTD

VERSUS

NIHAL NASIR KHAN AND ORS

...

Mr. Shaikh Sohail Yusuf, Advocate for the applicants

Ms. Anagha Rotte, Advocate for Respondent No.4

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CORAM : AJIT B. KADETHANKAR, J.

DATE : 26.09.2025

PER COURT :-

CIVIL APPLICATION NO. 8737 OF 2025 IN FAST/15330/2025 (Withdrawal)
CIVIL APPLICATION NO. 8747 OF 2025 IN FAST/15320/2025 (Withdrawal)
CIVIL APPLICATION NO. 8763 OF 2025 IN FAST/15326/2025 (Withdrawal)
CIVIL APPLICATION NO. 8765 OF 2025 IN FA/1499/2025 (Withdrawal)
CIVIL APPLICATION NO. 8758 OF 2025 IN FAST/15071/2025 (Withdrawal)

1. All the First Appeals arise out of different claims which arise from a single accident. Vide separate appeals, the appellant/Insurance Company has challenged the respective judgments and awards in this Court. While seeking stay to the execution and operation of the judgments and awards impugned therein, the appellant/Insurance Company has deposited entire payable award amount in this Court together with accrued interest thereon. In this backdrop, present civil applications are filed by the applicants/claimants seeking permission to withdraw the deposited amount.

2. Mr. Shaikh, learned counsel for the applicants submits that the entitlement of the applicants/claimants and the defence raised by the appellant/Insurance Company has been adjudicated by the learned Tribunal during trial and hence the compensation has been awarded and liability has been imposed upon the appellant/Insurance Company.

3. Ms. Rotte, learned counsel for the appellant/Insurance Company, strenuously contends that the learned Tribunal erred not only in fixing the liability but also in issuing absurd directions to the Insurance Company to pay compensation for a vehicle that was not even insured with it. Ms. Rotte further points out that the evidence on record, which remains undisputed, clearly

shows that there was no negligence on the part of the driver of the insured vehicle. Nevertheless, the learned Tribunal imposed liability on the said insured vehicle. She has drawn my attention to the findings of the learned Tribunal, particularly Paragraph No. 22 of the judgment and award in M.A.C.P. No. 155 of 2021, which are common to all the matters. Ms. Rotte also refers to Clause No. 3 of the operative part of the impugned judgment and award. In light of these peculiar facts, Ms. Rotte submits that the Insurance Company opposes any withdrawal in all the matters.

4. Upon having heard the parties at length and upon going through the contents of the impugned judgment and award, I order that the applications for withdrawal to be considered together with the First Appeals at the time of final hearing.

5 List the civil applications for withdrawal with the respective First Appeals.

6. Call Record and Proceedings in all the matters.

CIVIL APPLICATION NO. 6209 OF 2025 IN FAST/15330/2025 (16 days Delay)
CIVIL APPLICATION NO. 6207 OF 2025 IN FAST/15320/2025 (17 days Delay)
CIVIL APPLICATION NO. 6211 OF 2025 IN FAST/15326/2025 (3 days Delay)
CIVIL APPLICATION NO. 6202 OF 2025 IN FAST/15071/2025 (3 days Delay)

1. These are the civil applications for condonation of delay in filing the respective First Appeals.

2. Ms. Rotte, learned counsel for the applicant/insurance company,

submits that the delay is neither inordinate nor deliberate on the part of the applicant/insurance company. She further submits that the delay is well explained in the civil applications. She further submits that in any event the interests of the claimants are secured by the deposit of the entire award amount, together with interest accrued thereon, in this Court. In view thereof, she prays that the appeals be heard on their merits and delay be condoned.

3. Mr. Shaikh, learned counsel vehemently opposes the civil applications.

4. Having heard the parties, I find that the delay is satisfactorily explained by the insurance company in the civil applications. It appears that the delay is due to administrative exigencies.

5. In view of this, I pass the following order :-

ORDER

- a. Civil Applications are allowed.
- b. Delay caused in filing the respective First Appeals is hereby condoned.
- c. Registry to register the First Appeals, subject to removal of office objections within four weeks from today.

FIRST APPEAL STAMP NO. 15330 OF 2025

FIRST APPEAL STAMP NO. 15320 OF 2025

FIRST APPEAL STAMP NO. 15326 OF 2025

FIRST APPEAL NO.1499 OF 2025

FIRST APPEAL STAMP NO. 15071 OF 2025

1. Heard.
2. **Admit.**
3. Issue notice to the respondents, returnable on 07.11.2025. Mr. Shaikh, learned counsel waives service of notice for respective respondents.
4. 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. 6210 OF 2025 IN FAST/15330/2025 (Stay)

CIVIL APPLICATION NO. 6208 OF 2025 IN FAST/15320/2025 (Stay)

CIVIL APPLICATION NO. 6212 OF 2025 IN FAST/15326/2025 (Stay)

CIVIL APPLICATION NO. 6233 OF 2025 IN FA/1499/2025 (Stay)

CIVIL APPLICATION NO. 6204 OF 2025 IN FAST/15071/2025 (Stay)

1. In view of the fact that the appellant/Insurance Company has deposited entire award amount in this Court, stay granted earlier is made absolute.
2. Civil Applications are allowed in terms of prayer clause "B".
3. Civil Applications stand disposed of.

[AJIT B. KADETHANKAR, J.]