IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO. 1988 OF 2020

Future Generali General Insurance Company Ltd.,
Through its Manager, Mumbai … Appellant

Versus

Smt. Sangita w/o Dhondiram Pawar and others … Respondents

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Mr. S. S. Patil, Advocate for the Appellant
Mr. R. B. Deshpande, Advocate for Respondent Nos. 1 to 4

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**CORAM : ABHAY S. WAGHWASE, J.**

**DATED : 09.10.2025**

**ORDER :**

1. Not on board. Taken on board.

2. Motion is made by both, learned counsel for the appellant-Insurance Company as well as learned counsel for the respondents-claimants, for speaking to minutes of the judgment and order dated 30.09.2025.

3. Learned counsel for the Insurance Company submits that, while making submissions at the time of hearing of the matter, mistakenly it was conceded that future prospects are not granted. That, in fact,

learned Tribunal has already calculated the monthly income after adding the future prospects, though it was not distinctly reflected in the calculation part.

4. Further, even learned counsel for original claimants-respondents herein, pointed out that learned Tribunal had awarded 9% interest, but due to inadvertence, without any challenge by the other side, probably due to typing mistake, interest is noted as 6% and the same needs to be rectified.

5. In view of above, as rightly pointed out, due to misconception and improper communication at the time of hearing, learned counsel for Insurance Company has conceded that Tribunal had failed to grant compensation at the rate of 50% increase under the head of future prospects. Therefore, correction to that extent is required to be made.

6. Again, as pointed out by learned counsel for claimants, learned Tribunal had awarded 9% rate of interest over the compensation and, as pointed out, there was no contest by other side for granting of such rate of interest so as to bring it down to 6%. Therefore, both corrections are accordingly required to be done in respective

paragraphs nos. 4 as well as clause (III) of the operative part of the judgment and order only to that extent.

7. In view of the above, the last sentence of paragraph no. 4 on page no. 4 of the judgment dated 30.09.2025 starting from the words “However, he fairly conceded that ….” and ending by the words “…. AIR 2017 SC 5157” stands deleted. So also, in the third line of Clause (III) of the operative part of the judgment and order dated 30.09.2025, the words “interest @ 6% per annum” be replaced with the words “interest @ 9% per annum”.

8. Necessary corrections be carried out and corrected order be uploaded.

9. Motions are accordingly disposed off.

**[ABHAY S. WAGHWASE, J.]**

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