



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

**CIVIL APPLICATION NO. 11039 OF 2025
IN FAST/18777/2025**

Vimal W/o Lahurao Devakate .. Applicant

Versus

Ram Raghunath Kotkar and others .. Respondents

Mr. Sushant Choudhari, Advocate for the Applicant.
Mr. Suraj R. Bagal, Advocate for Respondent No. 3.
Mr. Ranjit D. Gaikwad, Advocate for Respondent.

**WITH
CIVIL APPLICATION NO. 7004 OF 2025
IN FAST/18777/2025**

The Manager United India Insurance Co. Ltd.
Through Branch Manager .. Applicant

Versus

Vimal Lahurao Devakate and others .. Respondents

Mr. Suraj R. Bagal, Advocate for the Applicant.
Mr. Sushant Choudhari, Advocate for Respondent Nos. 1 to 3.
Mr. Ranjit D. Gaikwad, Advocate for Respondent No. 6.

**WITH
CIVIL APPLICATION NO. 7005 OF 2025
IN FAST/18777/2025**

The Manager United India Insurance Co. Ltd.
Through Branch Manager .. Applicant

Versus

Vimal Lahurao Devakate and others

.. Respondents

Mr. Suraj R. Bagal, Advocate for the Applicant.

Mr. Sushant Choudhari, Advocate for Respondent Nos. 1 to 3.

Mr. Ranjit D. Gaikwad, Advocate for Respondent No. 6.

CORAM : KISHORE C. SANT, J.

DATE : 06th OCTOBER, 2025.

PER COURT :-

CIVIL APPLICATION NO. 11039 OF 2025 :

1. Heard the parties for some time.
2. This application is for withdrawal of the amount deposited by the appellant – insurance company in the office of this Court.
3. The learned advocate Mr. Bagal for respondent vehemently opposes the application. He submits that, the substantial grounds are involved in the appeal. It is the case of the appellant – insurance company that, it happen to be a insurer of one vehicle involved in the accident i.e. Tractor. The deceased was travelling in another vehicle that was Mahindra Pickup Jeep. Because of the mistake of driver of the Jeep the accident took place. The entire liability of the compensation thus should have been fastened upon the insurance company of the Jeep. The learned Trial Judge has

wrongly fastened the liability entirely upon the appellant company. In any case, he submits that, the liability of the present insurance company would be only to the extent of 50%.

4. Considering that the entitlement of the claimant is not seriously disputed, this Court is, therefore, passing the following order :

ORDER

(I) The claimants/applicants are entitled to withdraw 50% of the amount alongwith accrued interest on furnishing usual undertaking. Further 25% of the amount is allowed to be withdrawn on furnishing solvent surety/security to the satisfaction of the learned Registrar (Judicial) of this Court. Remaining 25% of the amount be kept in a fixed deposit in any Nationalized Bank till disposal of the appeal.

(II) With this, the civil application stands disposed of.

CIVIL APPLICATION NO. 7005 OF 2025 :

1. Since the amount is already deposited by the appellant in appeal in the office of this Court pursuant to impugned judgment and award, there shall be stay to the impugned judgment and

award till disposal of the appeal.

2. The civil application stands disposed of.

CIVIL APPLICATION NO. 7004 OF 2025 :

1. Heard learned advocates for the parties.

2. None appears for respondent Nos. 4, 5 and 7 in spite of service.

3. This application is for condonation of delay of five days caused in filing the first appeal.

4. Considering the above, delay stands condoned. The civil application is allowed and disposed of accordingly.

(KISHORE C. SANT, J.)

P.S.B.