2025:BHC-AUG:26401

29-sr67.odt

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

67 CIVIL APPLICATION NO. 10146 OF 2025 (withdrawal of amount)
IN FAST/20646/2025

Iqbal Minyasaab Daruwale
VERSUS
United India Insurance Company Limited
Through The Divisional Manager And Anr

Mr.P.Schavan, Advocate for claimants
MrS.S.Rathi, Advocate for insurance company

WITH
CIVIL APPLICATION NO. 6984 OF 2025 (for delay)
IN FAST/20646/2025

WITH

CIVIL APPLICATION NO. 6985 OF 2025 (for stay)
IN FAST/20646/2025

CORAM : AJIT B. KADETHANKAR, J.
DATE : SEPTEMBER 22, 2025

ORDER :-

C.A. for Delay condonation:

Feeling aggrieved by the judgment and award dated 18.11.2024, passed by the learned M.A.C.T, Bhoom, in M.A.C.P. No.193/2014 (new), i.e. M.A.C.P. No.26/2014 (old), original respondent no.2 – insurance company has lodged this appeal under Section 173 of the Motor Vehicles Act.

2. This is an application for condonation of delay of 138 days in filing the First Appeal. In order to justify and explain the delay, Mr.Rathi, learned counsel for the applicant, would submit that the delay is not inordinate or caused due to lethargy or deliberate attempt on the part of the insurance company. He would further submit that due to the administrative exigency, delay is caused. He would further submit that the involvement of the insured vehicle is doubtful. He submits that the entire payable amount together with interest is deposited in this court. The interest of the claimants are well protected. He, therefore, prays for condonation of delay.

3. Per contra, Mr.Chavan, learned counsel for the claimant, raised his objection for condonation of delay. He submits that legitimate rights of the claimant to receive compensation in time should not affect due to lethargy of the appellant insurance company. He would submit that the delay is not properly explained and as such, the application may be rejected.

4. Having heard both sides, I am of the considered view that the appellant/insurance company has sufficiently explained the delay. There appears no lethargy or deliberate attempt on the part of insurance company in delayed filing the appeal. It is also pertinent to note that the entire payable award amount together with interest is also deposited by the insurance company.

5. Hence, the Civil Application is allowed in terms of prayer clause (B). Delay is condoned. The appeal be registered.

Appeal:-

6. Issue notice to the respondents. Mr.Chavan, learned counsel waives notice for respondent no.1 - claimant. Notice to indicate that the matter may be heard finally at the stage of admission, if time permits, on 16.10.2025.

7. Mr.Chavan, learned counsel for the claimants, submits that if the appeal is not finally heard on the next date, the application for withdrawal of amount may be heard.

Application for stay:-

8. As it has already come on record that the appellant has deposited the award amount together with interest, the stay granted earlier is made absolute. The application stands allowed and disposed of.

[AJIT B. KADETHANKAR, J.]

KBP