# IN THE HIGH COURT OF JUDICATURE AT BOMBAY

## CIVIL APPELLATE JURISDICTION

## INTERIM APPLICATION NO. 4092 OF 2025
## IN
## FIRST APPEAL NO. 642 OF 2025

Mr. Amit Manilal Khandor & Anr. ...Applicants/ Orig. Claimants

**In the matter between**

Reliance General Insurance Co. Ltd. … Appellant

Versus

Mr Amit Manilal Khandor & Anr. … Respondents

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Mr. Bharat Gadhavi a/w Ms. Trusha Shah a/w Mr. Sarvesh Deshpande a/w Mr. Pratik Sabrad a/w Mr. Vinayak Shelar a/w Ms. Mansi Dande i/b Bharat Gadhavi, for Applicant.
Mr. Avesh Ghadge i/b Mr. Akshay Kulkarni, for the Respondent.

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**CORAM : G. S. KULKARNI & ADVAIT M. SETHNA, JJ.**

**DATE : 17 APRIL 2025**

**JUDGMENT PER (Advait M. Sethna) .:-**

1. The present interim application is filed by the applicants/original claimants for the following substantive relief, which reads thus:-

> *"a. The Applicants/Orig. Claimants may kindly be allowed to withdraw the entire deposited amount by the Appellant before this Hon'ble High Court."*

2. The appellant-Reliance General Insurance Co. Ltd., has assailed the judgment and award dated 23 November 2023 in Motor Accident Claim

Petition No. 233 of 2017 ("**Impugned Award**" for short) passed by the Motor Accident Claim Tribunal, Mumbai ("**MACT**" for short).

3. The MACT, Mumbai by the impugned judgment and award the appellant-insurance company was directed to pay, jointly and severally a compensation of Rs. 91,70,000/- (Rupees Ninety-One Seventy Thousand only) to the applicants. The operative part of the impugned judgment and award reads thus:

> " **ORDER**
> 1) The claim-application is partly allowed with proportionate costs.
> 2) The opposite party and insurer shall pay jointly and severally, compensation of Rs.91,70,000/- (Rupees Ninety One Lakhs Seventy One Thousand only) to the claimant Nos.1 to 3, inclusive of compensation amount granted u/Sec. 140 of Motor Vehicles Act, on the basis of No Fault Liability, within 30 days from the date of this order.
> 3) The opposite party and insurer shall pay jointly and severally interest @7.5% p.a. on the amount of compensation to the claimants, from the date of registration of claim application till realization of said amount.
> 4) The opposite party and the insurer shall jointly and severally deposit the compensation amount by NEFT/RTGS in the Savings Account in the State Bank of India, Empire House Branch, Fort, Mumbai. The accounts details are as under :
> Account Name : Motor Accident Claims Tribunal, Mumbai
> Account No. : 00000040777482356.
> IFS Code : SBIN0030002.
> MICR Code : 400002273.
> 5) Out of the total compensation amount, 60% amount be paid to the claimant No.1 and 20% each be paid to the claimant Nos.2 and 3.
> 6) Out of the share of claimant Nos.1 to 3, Rs.10,00,000/- each be invested in their respective names in any Nationalized Bank for a period of 5 years and remaining amount be paid to them through NEFT/RTGS.
> 7) After maturity period, the invested amount with accrued interest be directly credited to the bank account of the claimants or it be dealt with as per the direction of the claimants without reference to this Tribunal.
> 8) The Account Officer shall inform the bank to submit a copy of FDR

and the intimation of release of such amount after maturity to this Tribunal.
9) The Accounts Officer shall transfer the compensation amount in the bank account of the claimants, by NEFT/RTGS on due verification and as per rules, after furnishing necessary details by claimants as follows -
a) Name and address of the claimants,
b) Name of Bank and Branch of claimants,
c) Bank Account Number,
d) Bank IFSC code,
e) Copy of first page of bank passbook containing photograph of the claimants duly attested by the concerned bank,
f) Self attested copies of Aadhar card and PAN card.
10) All interim applications filed in this claim-application stands disposed off.
11) The claimants shall deposit deficit court fees if any, within a period of 8 days from the date of this order.
12) Award be drawn accordingly ”

4. We have heard Mr. Bharat Gadhavi, learned counsel for the applicants/original claimants and Mr. Avesh Ghadge, learned counsel for the appellant-insurance company. With their assistance we have perused the record.

5. Mr. Gadhavi, at the very outset would submit that the applicants are the family members of the deceased. The applicant no. 1 is the husband, and applicants no. 2 & 3 are the daughter of the deceased. According to the applicants, on 30 May 2015, the deceased, i.e., Mr. Meeta Amit Khandor, while commuting from Khajiyar to Dalhousie, met with a road accident and thereafter succumbed to her injuries and expired. Pursuant to which an FIR bearing Crime No. 55/2015 was lodged in Dalhousie Police Station which

was registered against the driver of the offending vehicle.

6. Mr. Gadhavi, learned counsel for the applicants in support of the interim application, would press for withdrawal of the entire amount with interest as deposited by the appellant–insurance company with MACT, Mumbai. He would refer to an order passed by a coordinate bench of this Court dated 12 December 2024, by which the appellant – insurance company was directed to deposit the entire decretal amount of Rs. 91,70,000/- with interest at 7.5% p.a. from the date of registration of the claim petition filed before the MACT, until the date of such deposit. On such a condition, the Court stayed the impugned judgment and award passed by the MACT, Mumbai. The applicants through this interim application, are seeking the withdrawal of the entire amount of Rs. 91,70,000/- along with proportionate accrued interest at 7.5% p.a., deposited with the MACT by the appellant–insurance company. At the time of the accident the deceased was working in Vasthu Kirti Engineering Pvt. Ltd. as a director and was earning an income of Rs. 8,50,000/- p.a.

7. Mr. Gadhavi would submit that applicants had duly examined the Chartered Accountant of the claimant before the MACT who filed the income returns of the applicants to prove their claim. He would submit that there is no evidence to the contrary led by the appellant–insurance company

in its defence. He would further submit that the appellant-insurance company has chosen to not lead evidence failing which the claim of the applicants stood proved before the MACT.

8. Mr. Gadhavi would further submit that, during the pendency of the First Appeal the Applicant No.1 being the husband of the deceased passed away leaving behind Applicant no. 2 & 3 being the daughters of the deceased. He would submit that Applicant No.2 & 3 having lost their parents and applicants are rendered orphans and have been left all alone.

9. Mr. Gadhavi further submits that Applicants No. 2 and 3, being financially dependent on their deceased parents, are finding it very difficult to pursue their higher education and are compelled to accept employment for survival. It is submitted that if compensation is awarded, it will aid in meeting their educational and litigation expenses, which they have been pursuing for over eight years.

10. Mr. Ghadge learned counsel for the appellant-insurance company would oppose the interim application. He would rely on the affidavit-in-reply filed on behalf of the appellant-insurance company of Mr. Rohit Prasad, legal manager of the appellant, dated 2 April 2025. He would submit that the MACT has erred in appreciating the evidence before it and failed to consider the deceased's income over the preceding three years.

11. Mr. Ghadge would urge that if the prayer of the applicants in the

Interim application is allowed the appellant apprehends that such amount as withdrawn would never come back to the grave prejudice of the appellant-insurance company. He would therefore, urge that the prayer for withdrawal of the entire amount ought not to be granted in the facts and circumstances in the present case.

12. On consideration of the above, we may observe that the applicants have made out a sufficient case for withdrawal of the amount of Rs. 91,70,000/-. It is apparent that the applicants are in genuine financial need. We see no reason to disbelieve that the applicant nos. 2 and 3 were faced with huge financial crisis before them as such incidents like the accident in the present case are not planned or designed but rather come as a rude shock and a colossal blow to the family which is completely unforeseen and unpredictable. Considering the fact that the applicant nos. 2 and 3 want to purse further education, it would follow that higher studies in today's contemporary times would incur huge expenditure particularly when one engaged is in professional courses. These are the need of the hour and one cannot compromise on such basic needs of life. It is to meet such huge monetary liability of the deceased and to also meet the day to day expenses that the applicants would be in urgent need of finances. We may observe that though the appellant-insurance company has filed a reply affidavit, these issues in particular as raised by the applicants have not been disputed and or controverted by the appellant-insurance

company in its reply affidavit.

13. We may also observe that the MACT has, in the impugned judgment and award considered the income of the applicants on the basis of income tax returns which was sought to be proved by the applicants. As claimed by them the maximum income of the applicants would not exceed Rs.8,50,000/- p.a. which is hardly enough to maintain even a basic standard of living in today's day and age. This is also not controverted in the affidavit in reply to the interim application. We may observe that the apprehension of the appellant-insurance company to the effect that the amounts once withdrawn by the applicants would never come back would be addressed adequately in our order below.

14. For the reasons as noted above, we are inclined to grant a partial withdrawal to the extent of 75 % to the applicants. Such relief would serve the interest of justice and would appeal to our conscience. Needless to mention that withdrawal of such amount is by no stretch and expression on merits of the rival contentions of the parties to be urged in the appeal. We, therefore pass the following order.

**ORDER**

(i) The Registry of this Court is directed to remit the amount deposited with it by the appellant to the MACT within period of one week from today. The Registry of MACT, Mumbai is directed to permit the applicants to withdraw the 75% of Rs.91,70,000/- i.e., Rs.68,77,500/- (Rupees Sixty-Eight Lakhs Seventy-Seventy Thousand Five Hundred only) as deposited by the appellant-insurance company alongwith the proportionate accrued interest on such amount, within a period of two weeks thereafter along with the withdrawal application of the applicant.

(ii) We direct that out of the above amount permitted to be withdrawn, a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs only) each be invested in favour of applicant no. 2 and applicant no. 3 respectively in an interest bearing fixed deposit in a nationalized bank with periodical renewal, subject to further orders to be passed on this appeal.

(iii) The above withdrawal is subject to the undertaking to be furnished by the applicants with the Registry of MACT, Mumbai to the effect that in the event the appellant-insurance company succeeds in the appeal, the applicants shall bring back the amount as deposited along with interest which shall be recovered as arrears of land revenue.

(iv) All rights and contentions of the parties in the appeal are expressly kept open.

(v) Interim Application is disposed of in the above terms.

(vi) Parties to act on authenticated copy of this order.

**[ADVAIT M. SETHNA, J.]** **[G. S. KULKARNI, J.]**