SATISH RAMCHANDRA SANGAR

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.11583 OF 2025
[FOR WITHDRAWAL OF AMOUNT]
IN
FIRST APPEAL NO.1886 OF 2025

Vasant Gopala Bhalerao and Anr. ...Applicants

In the matter between:-

United India Insurance Co. Ltd.
Through its Regional Manager ...Appellant

V/s.

Vasant Gopala Bhalerao and Ors. ...Respondents

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Mr.Sanjay Prabhakar Shinde:-	Advocate for Applicants.
Mr.Amol Gatne:-	Advocate for Appellant.

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CORAM : S. M. MODAK, J.

DATE : 10th OCTOBER 2025

P. C. :-

INTERIM APPLICATION NO.11583 OF 2025

1. It is true that the Appellant Insurance Company has raised the dispute about the '*quantum of compensation*' to be awarded considering the nature of policy. On earlier dates, the learned Advocate Shri.Gatne for the Appellant has raised two issues. One, the liability of passenger about not falling under '*third party*'. It is pending before the

Hon'ble Supreme Court by way of reference. He has placed reliance on the observations in case of ***Bhagyalakshmi and Others V/s. United Insurance Company Limited***[1]. Second, the issue which he has raised is about the nature of the policy.

2. On earlier dates, learned Advocate Shri.Shinde has produced copy of policy which consists of 4 pages. (**It is marked as Annexure-A**). Time was granted to produce certified copy. His client received it from the Tribunal and today, he has produced photo copy of the certified copy. It is taken on record and **marked Annexure-C**. It also consists of 4 pages. It matches with Annexure-A.

3. Whereas on earlier dates, Mr.Gatne has produced copy of policy which consists of 8 pages. It is marked as **Annexure-B**. On the basis of Annexure-A and Annexure-C, on one hand and Annexure-B on the other hand, Mr.Gatne has submitted that there was a difference in some of the remarks in the table schedule of premium in both the sets of policies. He also invited my attention to the India Motor Tariff ("**IMT**") Endorsement. There is a proviso to the insurance coverage in case of personal accident to "*unnamed passengers*" mentioned therein.

4. It is true certain issues can be decided when the Appeal will be

1 (2009) 7 SCC 148

heard finally after going through the record and proceeding. What is important for deciding the withdrawal Application is the "*policy at Annexure-A, Annexure-C which is produced by the Insurance Company along with the evidence of his representative before the trial Court.*" **If we go by the schedule of premium**, the liability in case of "*personal accident for unnamed persons*" is covered and for that premium of Rs.450 (Rupees Four Hundred Fifty) is charged. **Considering this, at this stage, certainly prayer for withdrawal can be considered**.

5. It is a death claim and the Claimants/Respondent Nos.1 and 2 are the age old parents of the deceased. The amount of compensation awarded is Rs.1,00,000/- (Rupees One Lakh) by the Respondent No.2/Insurer and the Insured was directed to pay Rs.34,05,250/- (Rupees Thirty Four Lakh Five Thousand Two Hundred Fifty). However later amount is also to be deposited by the Insurance Company first with liberty to recover it from the Insured. All the amounts are deposited before the Tribunal. It comes to Rs.44,46,582/- (Rupees Forty Four Lakh Forty Six Thousand Five Hundred Eighty Two). In view of that, following order is passed:-

O R D E R

(i) The Respondent Nos.1 and 2 / Claimants are permitted to withdraw 50% of the deposited amount along with corresponding interest on furnishing an usual undertaking.

(ii) **Interim Application is disposed of**.

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6. **Call Record and Proceeding**.

7. Parties are at liberty to mention the matter once the Record and Proceeding is received.

[S. M. MODAK, J.]