IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.13836 OF 2025
(WITHDRAWAL)
IN
FIRST APPEAL (ST) NO.34938 OF 2024

Yasmin Mohammad Imran Shaikh And Anr. …. Applicant

V/s.

The New India Assurance Co. Ltd. …. Respondents

WITH
INTERIM APPLICATION NO.13816 OF 2025
IN
FIRST APPEAL (ST) NO.34942 OF 2024

Sumaiyya @ Samira Sadaf Parvej Khan (minor) Thr. Gaurdian Father Parvez Khan Amir Khan And Anr. …. Applicant

V/s.

The New India Assurance Co. Ltd. …. Respondents

WITH
INTERIM APPLICATION NO.13875 OF 2025
IN
FIRST APPEAL (ST) NO.34945 OF 2024

Abida Anis Shakih And Ors. …. Appellant

V/s.

The New India Assurance Co. Ltd. …. Respondents

WITH
INTERIM APPLICATION NO.13815 OF 2025
IN
FIRST APPEAL (ST) NO.34956 OF 2024

Salma Parvej Khan (Minor) Thr. Next Fiend/Husband Parvez Khan Amir Khan And Anr. …. Applicant

V/s.

The New India Assurance Co. Ltd. Thr. Thr Divisional Office …. Respondents

WITH
INTERIM APPLICATION NO.13812 OF 2025
IN
FIRST APPEAL (ST) NO.34959 OF 2024

Fatma Mohammad Isak (minor) Thr. Guardian /father Mohammad Imran Isak And Anr. …. Appellant

V/s.

The New India Assurance Co. Ltd. …. Respondents

WITH
INTERIM APPLICATION NO.13818 OF 2025
IN
FIRST APPEAL (ST) NO.34962 OF 2024

Sana Khan Parvez Khan Minor Thr. Guardian/ Father Parvez Khan Amir Khan And Anr. …. Appellant

V/s.

The New India Assurance Co. Ltd. …. Respondents

Ms.Jyoti Bajpayee a/w Ms.Renuka Yadav, for the Appellants in all Appeal.
Mr.Pritesh Bohade, for the Respondents/Claimants in all Appeal.

CORAM : R.M. JOSHI, J.

DATE : 11th DECEMBER 2025

P.C:-

. These Applications are for withdrawal of amount of compensation deposited by the Appellant-Insurer before this Court.

2. The learned counsel for the Claimants submit that even if defence of the Insurer with regard to the breach of condition of the policy accepted, still the Claimant cannot be denied the permission of withdrawal of amount. It is further submitted that at the most at the time of deciding of the Appeal there would be order of pay and recover.

3. The learned counsel for the Appellant-Insurer opposed the Application the ground that on various counts there is breach of condition of policy and as such the Insurer is not liable to pay compensation.

4. Even from the defence sought to be raised before the Tribunal, the Insurance coverage of the offending vehicle during the relevant time is an admitted fact. Even if Appellant succeeds in getting the order of the pay and recover, the right of the Claimant to recover the amount from either of them would

remain unaffected. In such circumstances, this is fit case for permitting the Appellant/Applicant/Original Claimant to withdraw 50% amount. The amount is allowed to be withdrawn on usual undertaking.

5. All Applications are disposed of.

(R.M. JOSHI, J.)