10.02.2026
Ct. No.33
Sl. No.1 & 2
cm

FMA 933 of 2023
CAN 1 of 2025
CAN 2 of 2025
Rejaul Karim & Anr.
Vs.
M/s. HDFC ERGO General Insurance Co. Ltd. & Anr.

Ms. Sima Ghosh
... for the appellants/claimants

Mr. Soumalya Ganguli
... for the respondent No.1/insurance co.

In Re: CAN 2 of 2025

The learned advocate representing the appellants/claimants has filed an application being CAN 2 of 2025 inadvertently she had stated before this Court to receive a sum of Rs. 1,54,500/- along with interest at the rate of 6% per annum from the date of filing of this case i.e. 08.05.2015. In open Court she further submitted that her inadvertence should not be prejudiced to the claimants.

Accordingly, the order dated 20th February, 2025 is modified to the extent that the sentence being "***The Learned Advocate for the appellants/claimants submitted that the appellants/claimants have withdrawn a sum of Rs. 1,54,500/- along with interest at the rate of 6% per annum from the date of filing of this case i.e. 08.05.2015"*** is deleted.

The application being CAN 2 of 2025 is disposed of.

In RE: CAN 1 of 2025

The learned advocate representing the respondent No.1/insurance company submitted that the instant appeal was not maintainable as the policy was not valid at the time of the accident.

This Court at this juncture cannot be taken into consideration the submission of the learned advocate representing the respondent No.1/insurance company being *functus officio* and only to correct certain issues which are generally typographical and/or mathematical in nature. However, the instant modification should not be treated as a precedent.

Accordingly, the application being CAN 1 of 2025 is disposed.

In Re: COT 117 of 2025

In view of the aforesaid observation the Cross Objection being COT 117 of 2025 is dismissed.

(Ananya Bandyopadhyay, J.)