



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

114 CIVIL APPLICATION NO. 59 OF 2024
IN FIRST APPEAL NO. 2321 OF 2020

MAYURI W/O DNYANOBA RAINULE AND OTHERS
VERSUS
HDFC ERGO GENERAL INSURANCE COMPANY LTD THROUGH ITS
AUTHORIZED SIGNATORY MANAGER, MUMBAI AND OTHERS

...
Mr. Fayaz K. Patel – Advocate for Applicants
Mr. M.R. Deshmukh – Advocate for Respondent No.1
Mr. S.S. Wakure – Advocate for Respondent No.3
...

CORAM : SIDDHESHWAR S. THOMBRE, J.
DATE : 30.01.2026

PER COURT :

1. Heard learned Counsel for the respective parties.
2. By this application, applicant No.3 seek permission to withdraw their share amount along with the accrued interest thereon. The application was initially filed seeking withdrawal of the amount for the purpose of solemnization of her marriage. The application was filed in the year 2024 and, in the meantime, the marriage has already been performed.
3. Learned Counsel for applicant No.3 submits that the applicant No.3 had borrowed money from relatives for performing the marriage and, therefore, now seeks permission to withdraw the amount for repayment

of the said loan.

4. Learned Counsel for the respondent No.1 strongly opposed the application by contending that the ground on which the application was filed is no longer available, as the marriage has already been performed. Therefore, he opposed the prayer for granting permission to withdraw the amount.

5. I have considered the submissions advanced by the learned Counsel appearing for both sides. I am inclined to allow the application by permitting applicant No.3 to withdraw the amount.

6. The application is allowed in terms of prayer clause 'B'. The applicant No.3 is permitted to withdraw the amount along with the interest accrued thereon.

[SIDDHESHWAR S. THOMBRE]
JUDGE

Pooja Kale/