



( 1 )

5-CA-125-2026

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD

5 CIVIL APPLICATION NO. 125 OF 2026  
IN FA/433/2014

Mushtaqkhan Mehboobkhan Pathan Since Deceased Thr Lrs Fatimabi  
And Ors.

VERSUS

Gautam Bhikan Lokhande And Ors.

...

Mr. Rajendra L. Kute, Advocate for Applicant.

Mr. Pramod F Patni, Advocate for Respondent No.1.

Mr. Atul B Gatne, Advocate for Respondent-Insurance-Company.

CORAM : KISHORE C. SANT, J.

DATE : 12<sup>th</sup> JANUARY 2026.

PC :-

1. This application is moved with a prayer to modify clause (iii) and (iv) of the operative part of order dated 15.10.2025 in First Appeal No.433 of 2014. The operative part of the said order reads as under:-

*“(i) First Appeal is partly allowed.*

*“(ii) The opponent No.4, Insurance Company shall pay the compensation to the claimant.*

*“(iii) The 50 % of the liability of the interest amount is to be borne by the appellant himself and 50 % by the Insurance Company. The compensation amount and the interest part of each of the parties be deposited in the office of this Court within eight weeks from today. Amount to carry interest @ 6% p.a.*

*(iv) In case there is default on the part of any of the parties, the liability for the interest shall be shifted totally on such defaulting party.*

*(v) After the amount is deposited, the orig. claimant is permitted to withdraw the amount from the office of this Court without requiring any formal application.*

*(vi) With this, first appeal stands disposed off.*

*(vii) In view of disposal of First Appeal, pending Civil Applications, if any, do not survive and same stand disposed off.”*

2. This Court, while passing the order, had held the present applicants liable to pay 50% of the interest on the amount of compensation for the reason stated therein. Eight (8) weeks' time was granted to pay the said amount. Failure to deposit the said amount of interest by any of the parties was to result in shifting the entire liability of the interest amount to the defaulting party. The order was pronounced on 15.10.2025. Eight weeks time was till 10.12.2025. The present applicant, being the owner of the vehicle, however, could not make arrangements of the entire amount within stipulated period. The amount could be deposited only on 12.12.2025, with leave of the Court, even after the expiry of the period of eight weeks. Now, a prayer is made on the ground that for a delay of two days, the entire liability would

shift on the these applicants/owner of the vehicle.

3. This application is vehemently opposed by the learned Advocate Mr. Gatne, appearing for Insurance-Company. He submits that sufficient time was granted to the owner to deposit the amount and for his failure to deposit the amount, no leniency be shown. The insurance company has already deposited the amount of its share and that there is no need to modify the order. The consequences of the order must follow. Orally, he also prays that the interest amount paid by the insurance company on the principal amount also needs to be refunded to the insurance company.

4. This Court has considered the submissions made by the parties. Considering that the delay in depositing the amount is only of two days, this Court finds that it would be in the interest of justice to extend the time of eight weeks by one more week. Clause (iii) of the operative part of order dated 15.10.2025 be read by substituting the word “nine weeks” instead of “eight weeks”.

5. Civil Application stands disposed off.

**[KISHORE C. SANT, J.]**