

**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL AT
MUMBAI**

Execution Application No. 141 of 2025

in

M.A.C.P. No. 2296 of 2011

Ms. Suvidha Subhash Solanki

... Decree Holder / Applicant

Versus

1. Mr. Krishna Murti Pillai

2. Mr. Yad Hussain Sirajuddin

... Judgment Debtors / Opponent Nos. 1 and 2

1. Shriram General Insurance Co. Ltd.

2. The New India Assurance Co. Ltd.

... Insurers

ORDER

1. This order

This order shall govern the disposal of the present Execution Application filed by the decree holder for execution of the judgment and award dated 25/01/2019 passed in M.A.C.P. No.2296 of 2011, together with the

subsequent applications, notices, service reports, warrant proceedings and the orders placed on record of the Hon'ble High Court of Bombay.

2. Nature of proceedings

The present execution is an application under Order XXI Rule 11(2) of the Code of Civil Procedure seeking enforcement of the award passed by the learned Tribunal in a claim petition under Section 166 of the Motor Vehicles Act, 1988.

3. Background

The record shows that by judgment and award dated 25/01/2019 in M.A.C.P. No.2296 of 2011, compensation of **Rs.3,58,000/-** with interest at **7.5% p.a. from the date of application till realization** came to be awarded in favour of the claimant(s), jointly and severally against the liable opponents/insurers.

The execution application came to be presented on 15/04/2025 alleging that after taking into account earlier deposit, there remained recoverable balance together with accrued interest and execution costs. In the execution application, the decree holder quantified the balance recoverable amount at **Rs.4,12,074/-** and sought coercive steps including attachment.

4. Notices in execution

The record further shows that execution notices were issued to the insurers. Service reports on record indicate that notice was served on:

(a) **Shriram General Insurance Co. Ltd.** on **27/06/2025**, and

(b) **The New India Assurance Co. Ltd.** on **01/07/2025**.

The notices required deposit of the remaining decretal amount within the stipulated time, failing which warrant of attachment of movable property was liable to be issued.

5. Application by Insurer No.1

Thereafter, **Insurer No.1 - Shriram General Insurance Co. Ltd.** filed an application at **Exh.16** under Section 151 of the Code of Civil Procedure praying for withdrawal/closure of execution proceedings against it. In substance, Insurer No.1 contended that:

(a) it had already deposited **Rs.2,78,271/-** on **30/04/2019**,

(b) the remaining controversy was being pursued by **Insurer No.2 - The New India Assurance Co. Ltd.**,

(c) First Appeal No.1022 of 2022 had been filed before the Hon'ble High Court by Insurer No.2, and

(d) continuation of coercive execution against Insurer No.1 was unwarranted.

6. Later development by Insurer No.2

Subsequently, **Insurer No.2 - The New India Assurance Co. Ltd.** filed pursis at **Exh.18** and placed on record:

(i) order dated **21/11/2025** passed by the Hon'ble High Court of Bombay in **Interim Application No.13139 of 2025 in First Appeal No.1022 of 2022**, and

(ii) receipt / transfer advice showing deposit of **Rs.7,15,819/-** on **27/11/2025**.

The pursis specifically states that the Hon'ble High Court granted stay to the execution proceedings and that the entire decretal amount has been deposited.

7. Point for determination

In view of the above material, the principal question that arises is:

Whether, after the stay order of the Hon'ble High Court and deposit of the decretal amount by Insurer No.2, the present execution application survives for further coercive execution, or whether it deserves to be disposed of, reserving liberty to the parties to work out their rights subject to the orders of the Hon'ble High Court?

REASONS

I. Governing legal principles regarding execution and appellate stay

It is settled that the mere filing of an appeal does not by itself operate as a stay of the decree or award under execution. Stay must be founded upon a specific order of the appellate court. Order XLI Rule 5 CPC expressly states that an appeal shall not operate as stay unless the appellate court so orders; and the Supreme Court has recently reiterated that execution can be interdicted only by a specific, reasoned order of stay and not merely by pendency of appeal.

At the same time, once a competent appellate court grants stay of the decree/award or the execution proceedings, the executing court cannot ignore or sit in appeal over that order. The executing court is bound to give effect to the stay as it stands.

II. Nature of powers of Claims Tribunal in enforcement

Under Section 169 of the Motor Vehicles Act, the Claims Tribunal has procedural powers akin to those of a civil court for purposes contemplated by the statute; and under Section 174, where any amount is due under an award, the Tribunal may issue a certificate for recovery of the amount as arrears of land revenue.

Thus, the Tribunal does possess effective enforcement powers; however, those powers are to be exercised consistently with the appellate orders passed by the superior court.

III. Object of compensation law

It is equally well settled that the law relating to motor accident compensation is a beneficial and welfare-oriented legislation and the victim or legal representatives should not be driven into avoidable hardship and delay in receiving compensation. The Supreme Court has repeatedly stressed the need for timely payment and effective disbursement of motor accident compensation.

Hence, ordinarily this Tribunal would lean in favour of prompt enforcement of the award rather than permitting the decree holder to be frustrated by technical objections.

IV. Application of law to present record

In the present matter, the execution application was perfectly maintainable when filed. The notices issued by this Tribunal were also justified on the basis of the then material before it. At that stage, coercive execution could legitimately proceed because there was no effective stay order shown to be operating against the execution.

However, the position materially changed thereafter.

The record now contains the order of the Hon'ble High Court dated **21/11/2025** in **Interim Application No.13139 of 2025 in First Appeal No.1022 of 2022**, passed by the Hon'ble Mr. Justice R.M. Joshi. The said order records the statement on behalf of the appellant-insurer that it was ready to deposit the compensation amount directed under the award and, in view thereof, grants **stay** in terms of the prayer clause. This is not a case of mere pendency of appeal; it is a case of a **specific stay order** from the Hon'ble High Court.

Once such a stay order is placed on record, further coercive steps in execution - such as attachment or warrant process - cannot be continued by this Tribunal in derogation of the order of the Hon'ble High Court.

V. Effect of deposit

Not only has Insurer No.2 placed on record the stay order, but it has also produced transfer advice / receipt showing deposit of **Rs.7,15,819/- on 27/11/2025**. Prima facie, this deposit purports to cover the decretal amount

as then worked out.

Therefore, on the date of this order, two circumstances coexist:

1. **there is a subsisting stay order of the Hon'ble High Court, and**
2. **the decretal amount has already been deposited.**

In such a situation, the very purpose for which coercive execution had been set in motion no longer survives in its original form. The execution court is not now required to compel deposit through attachment, because the amount has already been deposited; nor can it continue coercive steps in the teeth of the High Court stay.

VI. About Exh.16 filed by Shriram General Insurance Co. Ltd.

The application at Exh.16 filed by Insurer No.1 also deserves to be considered in this backdrop. The material on record shows that Insurer No.1 had earlier deposited **Rs.2,78,271/- on 30/04/2019**. Thereafter, the subsequent appellate and deposit proceedings have substantially centered around Insurer No.2.

In view of the later High Court order and full deposit now shown by Insurer No.2, no coercive execution survives qua Insurer No.1 in the present execution proceedings. Therefore, continuation of warrant/attachment process against Insurer No.1 would serve no practical purpose.

VII. Why present execution should be disposed of instead of kept active for coercive steps

An executing court must ensure that its process is not rendered oppressive or redundant. Once a superior court has stayed execution and the judgment-debtor/insurer has deposited the decretal sum, continuation of attachment proceedings would amount to unnecessary duplication of coercive process.

At the same time, outright extinguishment of substantive rights of the decree holder would also be improper. The correct course, therefore, is to dispose of the present execution as not requiring further coercive action for the present, while making it clear that:

- (a) the deposited amount shall remain subject to the orders of the Hon'ble High Court and further orders of this Tribunal consistent therewith; and
- (b) liberty remains available to the parties to move appropriate application depending upon the final outcome or any further directions in the pending appellate proceedings.

VIII. No adjudication on merits of appellate controversy

It is clarified that this Tribunal is not expressing any opinion on the merits of First Appeal No.1022 of 2022, the interim application therein, or the entitlement of the parties to withdrawal/disbursement beyond what is permitted by the Hon'ble High Court. Those matters are governed by the appellate orders.

CONCLUSION

Accordingly, this Tribunal holds that the execution application, which was

validly instituted, has ceased to require further coercive execution in view of the specific stay order passed by the Hon'ble High Court and the deposit of the decretal amount by Insurer No.2. The execution proceedings therefore deserve to be disposed of, with suitable liberty and clarification.

ORDER

- 1. Execution Application No.141 of 2025 stands disposed of for the present, no further coercive execution surviving in view of the stay order dated 21/11/2025 passed by the Hon'ble High Court of Bombay in Interim Application No.13139 of 2025 in First Appeal No.1022 of 2022 and the subsequent deposit of the decretal amount by Insurer No.2.**
- 2. The application at Exh.16 filed by Insurer No.1 - Shriram General Insurance Co. Ltd. is allowed to the extent that no further coercive execution steps in the present proceedings shall continue against Insurer No.1.**
- 3. The pursis at Exh.18 filed by Insurer No.2 is taken on record along with the copy of the High Court order and deposit receipt/transfer advice.**
- 4. The amount deposited in this Tribunal shall be dealt with strictly subject to the orders of the Hon'ble High Court and subject to further orders passed by this Tribunal, if moved by the entitled party in accordance with law.**

5. **Liberty is reserved to the decree holder as well as the concerned parties to file appropriate application for withdrawal, disbursement, revival, or further directions, depending upon the orders passed by the Hon'ble High Court in First Appeal No.1022 of 2022 and connected proceedings.**
6. **Warrant / attachment process, if not already executed, stands recalled / kept inoperative in view of the above disposal.**
7. **No order as to costs in the execution proceedings.**

Pronounced in open Tribunal.

Date: 12/3/2026

Place: Mumbai

(Shashikant Eknathrao Bangar),
Member, C.R.3,
Motor Accident Claims Tribunal,
Mumbai