

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL AT

MUMBAI

Execution No.160 of 2024

In

M.A.C.P. No.148 of 2017

Shri Ganesh Arjun Shinde ... Decree Holder / Applicant

Versus

Mr. Kala Surendran Nair ... Judgment Debtor / Opponent

And

S.B.I. General Insurance Co. Ltd. ... Judgment Debtor /

Insurer

ORDER BELOW EXHIBIT-1/IN EXECUTION PROCEEDINGS

Date : 12/3/2026

I. Introduction

1. This proceeding arises out of an execution application preferred by the decree-holder/applicant for enforcement of the judgment and award dated **17/02/2024** passed in **M.A.C.P. No.148 of 2017**, whereby compensation of **Rs.1,66,749/-** with future interest at **7% p.a. from the date of application till realization**, together with proportionate costs, came to be awarded in favour of the applicant and against the opponent-owner and insurer jointly and severally.

2. The record further discloses that the present execution was levied for recovery of the decretal amount,

interest and costs, and thereafter notice came to be issued to the judgment debtors. The record also reveals service of notice upon the insurer, later developments regarding deposit of the award amount by the insurer, filing of First Appeal before the Hon'ble High Court of Bombay, grant of interim protection/stay, and an application by the applicant seeking withdrawal of 50% of the deposited amount pursuant to the order of the Hon'ble High Court. Hence, this order.

II. Relevant background

3. The original claim petition being **M.A.C.P. No.148 of 2017** was instituted by the applicant under Section 166 of the Motor Vehicles Act, 1988, on account of injuries sustained in a vehicular accident dated **30/11/2016** involving Tempo No. **MH-48-AG-7822**.

4. By judgment and award dated **17/02/2024**, the learned Tribunal partly allowed the petition and awarded compensation under various heads totalling **Rs.1,66,749/-**, with future interest at **7% p.a. from the date of application till realization**, and proportionate costs. The award made the owner and insurer jointly and severally liable. The award further directed deposit of the award amount within **six weeks**.

5. The bill of costs on record shows that costs of **Rs.1,816/-** were allowed.

6. The decree-holder thereafter filed the present execution application under Order XXI CPC for realization of the decretal amount. The execution application mentions the net award component sought to be executed as **Rs.1,41,749/-**, after deducting **Rs.25,000/-** earlier paid under Section 140 of the Motor Vehicles Act, and adds accrued interest and costs, thereby claiming a total recoverable sum of **Rs.2,15,502/-**.

7. On **14/06/2024**, notice came to be issued to the judgment debtors.

8. The notice dated **19/06/2024** specifically called upon the insurer to deposit the amount of **Rs.2,15,502/-** within one month from receipt thereof, failing which warrant of attachment of movable property was to issue.

9. The bailiff's report on record shows that notice was served upon the insurer at its office, and the office of the insurer acknowledged service by stamp and endorsement. The report was thereafter verified by the concerned supervisory officer. Thus, service upon the insurer stands duly established on record.

10. The roznama entries show that despite service, the matter remained pending for report and steps over several dates. Subsequently, an application for withdrawal of invested amount came to be filed on behalf of the applicant,

accompanied by an affidavit and undertaking.

11. In the said withdrawal application, it is specifically stated that the insurer preferred **Interim Application No.8507 of 2024 in First Appeal No.703 of 2024** before the Hon'ble High Court of Bombay and deposited the awarded amount with the Tribunal, and that the Hon'ble High Court permitted the applicant to withdraw **50%** of the deposited amount, subject to undertaking.

12. The roznama dated **28/08/2025** records that the matter is **stayed by the Hon'ble High Court**.

III. Points arising for determination

13. In light of the above record, the following points arise for determination:

1. Whether the decree-holder has established due institution and maintainability of the present execution proceedings?
2. Whether service of execution notice upon the insurer/judgment debtor is proved?
3. What is the effect of subsequent deposit of the award amount by the insurer and of the interim order passed by the Hon'ble High Court in appeal?
4. Whether coercive execution can now proceed?
5. What order?

IV. My findings

Point No.1 : **In the affirmative.**

Point No.2 : **In the affirmative.**

Point No.3 : **The deposit by insurer and the interim order of the Hon'ble High Court materially affect further execution; coercive execution cannot continue contrary to such appellate protection.**

Point No.4 : **In the negative, except to the extent of implementation of the appellate order regarding withdrawal/disbursement, if duly verified.**

Point No.5 : **As per final order below.**

14. My reasons are as follows.

V. Reasons

15. **Nature and scope of execution jurisdiction.** It is a settled principle that an executing Court cannot travel behind the decree and is bound to execute the decree according to its tenor. The Supreme Court in **Vasudev Dhanjibhai Modi v. Rajabhai Abdul Rehman, (1970) 1 SCC 670**, a principle reiterated in **Sneh Lata Goel v. Pushplata, (2019) 3 SCC 594**, held that an executing Court cannot entertain objections which essentially seek to reopen matters concluded by the decree, except in cases of patent nullity or inherent lack of jurisdiction. The Supreme Court observed that an executing court “cannot go behind the decree” and must execute it as it stands.

16. Thus, in the present matter, this Tribunal in execution

cannot reopen the merits of the award dated 17/02/2024. Its duty is to enforce the award as passed, subject of course to any lawful appellate order operating upon the same.

5.2 Executability of MACT award

17. An award passed by the Motor Accident Claims Tribunal is not to remain a mere paper decree. The statutory scheme under Sections 168, 169 and 174 of the Motor Vehicles Act contemplates effective enforcement of the award. The law consistently recognizes that compensation awarded to a motor accident victim is part of a beneficial and social welfare regime. In **Shivawwa v. Branch Manager, National India Insurance Co. Ltd., Civil Appeal No.2247 of 2018, decided on 28/03/2018**, while referring to **National Insurance Co. Ltd. v. Swaran Singh, (2004) 3 SCC 297**, the Supreme Court reiterated that Chapter XI of the Motor Vehicles Act is a social welfare legislation and that amounts found payable can be enforced under Section 174 in the manner contemplated by law.

18. The Supreme Court has also emphasized the need for expeditious deposit and disbursement of compensation to victims. In **M.R. Krishna Murthi v. New India Assurance Co. Ltd., (2019) 4 SCC 177**, the Court reiterated the earlier directions in **Jai Prakash v. National Insurance Co. Ltd.** concerning implementation of mechanisms to ensure speedy realization and disbursement of compensation to accident victims.

Therefore, the filing of the present execution by the decree-holder was wholly maintainable and proper.

5.3 Whether notice in execution was duly served

19. The record contains the office notice dated **19/06/2024** addressed to **S.B.I. General Insurance Co. Ltd.**, calling upon it to deposit the decretal amount within one month, failing which warrant of attachment of movable property would issue.

20. The bailiff's report shows that on visiting the office of the insurer, the concerned official accepted the notice and affixed stamp/acknowledgment. The report is further endorsed by the supervisory authority. In the absence of any rebuttal, there is no reason to disbelieve the official act of service. Hence, service upon the insurer stands duly proved.

21. Once notice is served and the award remains unsatisfied, the decree-holder ordinarily becomes entitled to seek coercive process in execution.

5.4 Effect of appeal and interim orders of the Hon'ble High Court

22. However, the matter does not stop there. The later record assumes importance. The applicant himself has filed an application stating that the insurer preferred **First Appeal**

No.703 of 2024 along with **Interim Application No.8507 of 2024** before the Hon'ble High Court of Bombay, and that pursuant thereto the insurer has deposited the award amount before the Tribunal. The applicant has further stated that the Hon'ble High Court has permitted withdrawal of **50%** of the deposited amount subject to furnishing undertaking. The affidavit in support and undertaking are also on record.

23. Most importantly, the roznama dated **28/08/2025** records that the matter is "**stayed by Hon'ble High Court.**"

24. Once an appellate court grants stay to execution/implementation/disbursal of an award, the executing Tribunal is bound to honour such order. The Bombay High Court has, in similar matters, granted interim protection against execution subject to deposit of the amount and simultaneously preserved the claimant's right to seek withdrawal in accordance with conditions imposed by the Court. In **National Insurance Company Ltd. v. Vishal Vijay Shinde** (Bombay High Court, order dated 08/03/2021), the Court granted ad-interim stay to execution on the insurer depositing the amount and permitted claimants to withdraw a portion subject to undertaking to refund in case the appeal succeeds.

25. Likewise, in **Chola MS General Insurance Co. Ltd. v. Tarabai Dyandev Khot** (Bombay High Court, order dated

16/08/2024), the High Court stayed execution/disbursal of the MACT award while recording deposit and clarified that claimants may apply for withdrawal, which would be decided on merits.

26. Therefore, once the award amount is deposited and the matter is stayed by the appellate court, coercive execution by way of attachment against the insurer no longer survives for the time being. The Tribunal cannot proceed with coercive steps contrary to the subsisting appellate order. At the same time, if the High Court has permitted partial withdrawal, the Tribunal is competent to implement such direction in accordance with the terms of the appellate order.

5.5 Whether the execution is satisfied, infructuous, or to be kept in abeyance

27. From the available record, it appears that the very purpose of the execution application—namely recovery of the decretal amount from the insurer—stands substantially worked out to the extent that the insurer has deposited the amount before the Tribunal pursuant to appellate proceedings. Once deposit is made, the coercive relief of attachment against the insurer loses immediate relevance.

28. Still, it would not be proper to term the execution wholly satisfied in the absolute sense, because the final

rights of parties are now subject to the result of the pending First Appeal before the Hon'ble High Court. The roznama expressly records stay. Therefore, the proper course is:

- a.to record that coercive execution cannot continue in view of the stay and deposit,
- b.to permit disbursement only in accordance with the order of the Hon'ble High Court,
- c.to keep the remaining amount invested and protected,
- d.and to dispose of the execution as worked out / kept in abeyance, with liberty to revive if necessity arises after the appeal is decided or if further orders are passed by the Hon'ble High Court.

5.6 Withdrawal of 50% amount

29. The applicant has filed:

- i.application for withdrawal,
- ii.affidavit in support,
- iii.undertaking to refund the withdrawn amount with interest if so directed by the Hon'ble High Court.

30. Such course is in consonance with the approach ordinarily adopted by appellate courts in MACT matters while balancing the insurer's right of appeal and the claimant's right to immediate succour. The compensation awarded under the Motor Vehicles Act is intended to

mitigate hardship suffered by the victim; hence, once the High Court permits withdrawal of part amount, the Tribunal ought to facilitate such withdrawal upon due verification and subject to the exact tenor of the High Court's order. The social welfare character of the legislation and the need for timely relief have been repeatedly emphasized by the Supreme Court.

31. Accordingly, the applicant becomes entitled to withdraw **50% of the deposited amount together with proportionate accrued interest**, subject to:

1. verification of the deposit lying with the Tribunal,
2. verification of the authenticated/certified copy of the order of the Hon'ble High Court permitting such withdrawal,
3. acceptance of the undertaking already tendered or fresh undertaking, if required,
4. due identification of the applicant as per rules.

32. The balance amount shall remain invested, subject to further orders of the Hon'ble High Court / final result of the appeal.

VI. Conclusion

33. Thus, upon overall consideration of the execution application, award, bill of costs, notice, bailiff's report,

withdrawal application, affidavit, undertaking and roznama, this Tribunal is satisfied that:

- a. the execution was validly instituted,
- b. service upon the insurer is proved,
- c. however, during pendency of the execution, the insurer deposited the award amount in consequence of appellate proceedings,
- d. the Hon'ble High Court has granted interim protection/stay,
- e. hence no further coercive execution process can proceed against the insurer during subsistence of the stay,
- f. but partial withdrawal by the applicant can be permitted strictly in terms of the order of the Hon'ble High Court.

Authorities referred

1. **Vasudev Dhanjibhai Modi v. Rajabhai Abdul Rehman**, (1970) 1 SCC 670 — executing court cannot go behind decree. Reaffirmed in later decisions.
2. **Sneh Lata Goel v. Pushplata**, (2019) 3 SCC 594 — decree must be executed as it stands; execution court cannot reopen merits.
3. **National Insurance Co. Ltd. v. Swaran Singh**, (2004) 3 SCC 297 — beneficial object of compulsory third-party insurance; insurer's liability and recovery principles under the Motor Vehicles Act. Quoted in **Shivawwa v. Branch**

Manager, National India Insurance Co. Ltd., Civil Appeal No.2247 of 2018, decided on 28/03/2018.

4. **M.R. Krishna Murthi v. New India Assurance Co. Ltd.**, (2019) 4 SCC 177 — reiteration of directions for implementation of procedures ensuring speedy deposit/disbursal of MACT compensation.

5. **National Insurance Company Ltd. v. Vishal Vijay Shinde**, Bombay High Court, order dated 08/03/2021 — stay of execution subject to deposit; liberty to claimant to withdraw part amount on undertaking.

6. **Chola MS General Insurance Co. Ltd. v. Tarabai Dyandev Khot**, Bombay High Court, order dated 16/08/2024 — stay to execution/disbursal of MACT award while recording deposit; claimant at liberty to apply for withdrawal on merits.

ORDER

1. The present Execution Application No.160 of 2024 is recorded as partly worked out, inasmuch as the awarded amount has been deposited before the Tribunal by the insurer, subject to the proceedings pending before the Hon'ble High Court of Bombay in First Appeal No.703 of 2024.

2. In view of the stay granted by the Hon'ble High Court, no further coercive steps in execution, including attachment against the insurer, shall be taken during subsistence of the said stay.

3. The applicant/deedee-holder is permitted to withdraw 50% of the amount deposited by the insurer, together with proportionate accrued interest thereon, strictly in terms of the order of the Hon'ble High Court, after verification of:

- the amount deposited and lying to the credit of this matter,
- the authenticated/certified copy of the order of the Hon'ble High Court permitting such withdrawal,
- the undertaking of the applicant to refund the amount with interest, if so directed by the Hon'ble High Court.

4. The remaining 50% amount with accrued interest shall remain invested / kept in deposit, subject to further orders of the Hon'ble High Court and subject to the final outcome of First Appeal No.703 of 2024.

5. Accounts Officer shall, after due verification and identification of the applicant and after compliance of all procedural requirements, release the permitted amount to the applicant by NEFT/RTGS as per rules.

6. The undertaking filed by the applicant shall form part of the record.

7. The execution proceedings are disposed of for the present, with liberty to the parties to apply for revival /

further directions after disposal of the appeal or upon production of any further order passed by the Hon'ble High Court.

8. No order as to further costs in execution.

Pronounced in open Court.

Date: 12/3/2026

Place: Mumbai (Shashikant Eknathrao Bangar),
Member, C.R. No.3,
Motor Accident Claims Tribunal, Mumbai