

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/FIRST APPEAL NO. 2543 of 2025
With
CIVIL APPLICATION (FOR STAY) NO. 1 of 2025
In
R/FIRST APPEAL NO. 2543 of 2025
With
R/FIRST APPEAL NO. 2572 of 2025
With
CIVIL APPLICATION (FOR STAY) NO. 1 of 2025
In
R/FIRST APPEAL NO. 2572 of 2025
With
R/FIRST APPEAL NO. 2557 of 2025
With
CIVIL APPLICATION (FOR STAY) NO. 1 of 2025
In
R/FIRST APPEAL NO. 2557 of 2025
With
R/FIRST APPEAL NO. 2596 of 2025
With
CIVIL APPLICATION (FOR STAY) NO. 1 of 2025
In
R/FIRST APPEAL NO. 2596 of 2025

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CHOLAMANDALAM MS GENERAL INSURANCE CO. LTD.

Versus

SHEIFUL ABDALURASID SHEKH & ORS.

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Appearance:

MS KIRTI S PATHAK(9966) for the Appellant(s) No. 1

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CORAM: HONOURABLE MS. JUSTICE NISHA M. THAKORE

Date : 29/07/2025

COMMON ORAL ORDER

Heard Ms. Pathak, learned advocate for the appellant - insurance company.

It is submitted by the learned advocate that the Tribunal failed to appreciate the legal proposition in the facts of the case as laid down by the Hon'ble Division Bench of this Court vide order dated 4th October, 2007 in case of New India Vs. Kanakba Jadeja & others in First Appeal no.3928 of 2007 to contend that once the FIR and charge-sheet has been filed against the tortfeasor of the second vehicle involved, the tortfeasor is required to enter into the witness box to explain the circumstances, which led to the occurrence of accident. She has therefore submitted that though the FIR and charge-sheet were filed against the driver of the second vehicle tempo involved in the accident and the said driver having failed to enter into the witness box, the Tribunal has held the driver of the insured vehicle equally negligent towards the occurrence of the accident.

Considering the aforesaid submission of the learned advocate for the appellant, issue **Notice** upon the respondents, making it returnable on **9th September, 2025**.

Order in Civil Applications :-

Issue **Notice** upon the respondents, making it returnable on **9th September, 2025**.

By way of **ad-interim relief**, there shall be stay in terms of para 6(A) of the applications, subject to deposit of awarded amount including the costs and interest as awarded by the Tribunal qua the share of the applicant - insurance company. On deposit of the aforesaid amount, the Tribunal shall be at

liberty to proceed with the release and disburse the awarded amount in favour of the claimants in terms of the impugned judgment and award.

AMAR RATHOD...

(NISHA M. THAKORE, J.)