



HIGH COURT OF TRIPURA
A_G_A_R_T_A_L_A
MFA (EC) No.03 of 2025

1. The National Insurance Company Limited Divisional Office, 42 Akhaura Road, Agartala, P.S.- West Agartala, District- West Tripura, (Insurer of the vehicle No. TR-01-AR-0264 Maruti EECO).

.....Appellant

_V_E_R_S_U_S_

1. Shri Biswajit Debnath, S/O. Sri Situ Debnath, of West Taranagar, P.S- Sidhai, District- West Tripura.

.....Claimant-Respondent

2. Sri Situ Debnath, S/O Dharendra Debnath of West Taranagar, P.S- Sidhai, District- West Tripura (Owner of the vehicle No. TR-01-AR-0264 Maruti EECO).

.....Owner-respondent

Connected with
CO(FA) 04 OF 2026

1. Shri Biswajit Debnath, S/o - Sri Situ Debnath of West Taranagar, P.S. - Sidhai, District- West Tripura

.....Petitioner

_V_E_R_S_U_S_

2. The National Insurance Company Limited Divisional Office, 42 Akhaura Road, Agartala, P.S-West Agartala,District- West Tripura, (Insurer of the Vehicle No. TR-01-AR-0264 Maruti Echo)

3. Sri Situ Debnath, S/o-Dhirendra Debnath, of West Taranagar, P.S. Sidhai, District- West Tripura,(Owner of the Vehicle Number TR-01-AR-0264 Maruti Eeco)

.....Respondents

B_E_F_O_R_E
HON'BLE JUSTICE DR. T. AMARNATH GOUD

For Appellant(s)	:	Mr. S. Chakraborty, Advocate.
For Respondent(s)	:	Mr. S. Bhattacharjee, Advocate.
Date of hearing & delivery of Judgment and order	:	18.05.2026
Whether fit for reporting	:	YES/NO

_F_I_N_A_L_O_R_D_E_R_

Heard Mr. S. Chakraborty, learned counsel appearing for the appellant insurance company also heard Mr. S. Bhattacharjee, learned counsel appearing for the respondents.



[2] Both the appeal and the cross objection is clustered together for common disposal. The present appeal has been filed under Section-30 of the Employees' Compensation Act, 1923, filed by the appellant insurance company, challenging the judgment and award dated 04.05.2024, passed by the learned Commissioner Employees' Compensation, West Tripura, Agartala, connected with T.S. (EC) 15 of 2016 and the cross objection is filed under Order-XLI Rule-22 read with Section-30 of the Employees Compensation Act, 1923 against the MFA(EC) No.03 of 2025 filed by the National Insurance Company Limited challenging the award dated 04.05.2024, passed by the Commissioner, Employees Compensation, West Triupra, Agartala in T.S. (EC) 15 of 2016 for enhancement of the awarded amount of compensation.

[3] Gist of the case is that the respondent, the petitioner in the cross-objection was appointed as driver of the vehicle bearing registration no.TR-01-AR-0264 (Maruti EECO) by the owner of the vehicle . On 05.06.2016 as per direction of the owner the petitioner, the respondent herein, was proceeding towards West Taranagar from Agartala by driving the said vehicle. On the way to West Taranagar, at about 11 P.M. when the vehicle reached in front of Fatikcherra Tea Garden, suddenly a cow came in front of the vehicle. To save the cow when the petitioner tried to control the vehicle by pressing the brake hard, the front wheel of the vehicle was burst and consequently, the vehicle dashed against a road side tree and as a result, the accident had occurred. It is stated that the accident occurred arising out of and in course of his employment under the opposite party No.1. Due to unfortunate accident petitioner sustained grievous injuries on his person and then he was taken to AGMC & GBP Hospital, Agartala for treatment where he got admitted as an indoor patient and subsequently, he was discharged from the hospital on 22.06.2016.

[4] During the period of his treatment the petitioner had to undergo a surgical operation on his body and ultimately, he became a physically disabled person for which he is unable to drive any vehicle and lost his profession permanently. Concerning the said accident a police case was also registered with the Lefunga Police Station. Petitioner stated that he duly informed the accident to the owner of the vehicle orally but no written notice under Section-10 of the Employees' Compensation Act was served upon the employer since the employer had the knowledge about the date, time and place of accident. It is further stated that being a driver by profession his monthly wages was Rs.12,000/- and at the time of accident



he was 19 years old. Finally, petitioner claimed compensation to the tune of Rs.30,00,000/- (Rupees thirty lacs).

[5] After hearing the parties and having gone through the material evidence on record, the learned Commissioner Employees' Compensation has observed as under:

“In the result, the petitioner is awarded a sum of Rs.9,52,050/- (Rupees Nine Lakh Fifty Two Thousand Fifty) only with interest @ 12% per annum from 05.07.2016 i.e. one month after the date of accident till realization. The opposite party no.2, National Insurance Company Ltd. shall pay the amount of compensation with interest within 30 days from today.

Out of the total amount of compensation inclusive of interest, 50% shall be kept in fixed deposit scheme in his name with any Nationalized Bank of his locality for a period of five years and the rest amount shall be paid to him through his bank account. No loan or withdrawal shall be permitted from the fixed deposit certificate without prior permission of this Commission. The petitioner shall, however, be at liberty to withdraw monthly interest from his fixed deposit for his day to day expenses.”

[6] Being aggrieved by and dissatisfied with the said judgment, the appellant insurance company and the cross-objector preferred the present appeal and the cross-objection before this Court for redress.

[7] Learned counsel appearing for the appellant has submitted that the learned Commissioner erred in law by putting the liability to pay compensation to the claimant respondent upon the appellant insurance company and as such the impugned judgment and award is unsustainable. The alleged accident occurred on 05.06.2016 whereas the GD Entry of accident was reported to Lefunga Police Station belatedly on 10.06.2016 and GD Entry was registered vide GDE No.31 dated 12.06.2016 and even thereafter, most surprisingly no investigation commenced and no final report or charge-sheet was submitted by the police in violation of the Hon'ble Apex Court direction and consequently nothing was exhibited before the learned Commissioner indicating that the alleged accident was occurred on 05.06.2016 and in absence of any documentary evidence leading to the occurrence of the accident and at the same time where no evidence was specifically led in this aspect by the claimant the findings of the learned Commissioner to treat the accident to be genuine is most erroneous one and thus the impugned judgment as passed required to be set aside.



[8] No inspection was done by the police and no MVI report was made so as to support the alleged accident and thus the entire story of accident becomes suspicious in nature and hard to believe in absence of any strong evidence and thus the findings are erroneous one and liable to be set aside. The medical documents as produced by the claimant and exhibited, nowhere there is any mention of RTA (Road Traffic Accident) and in absence of the proof into this aspect the findings become an erroneous one and thus the impugned judgment is liable to be set aside.

[9] The exhibited disability certificate of the victim to the extent of 60% on the right leg and subject to reassessment after five years and the victim was last examined by the Disability Board on 14.09.2016 and the said disability certificate was valid upto 14th September, 2021 and thereafter no further re-assessment of victim was done ever and as such, the said disability certificate becomes lapsed and devoid of any legal sanctity and the same is liable to be discarded and on this ground the impugned judgment is required to be interfered with. While computing compensation without any reasoning that if the victim could have been re-assessed of his disability the same may be reduced and this is beyond any logical inference and devoid of any cogent reason.

[10] The claimant respondent and the owner is son and father and in collusion with each other had filed the claim to grab compensation from the appellant insurance company citing an imaginary accident of which no proof is available on record and thus the impugned judgment is liable to be set aside. The impugned judgment and award is bad in law since the same has been passed by the learned Commissioner inconsistently in terms of the established provisions of law as well as the precedents laid down by the Hon'ble Apex Court as such the same deserves to be interfered with.

[11] After hearing the learned counsel appearing for the parties and having gone through the material evidence on record and the observations made by the learned Court below, for a definite conclusion, let us revisit the discussion and the evidence once again.



[12] The National Insurance Company Ltd. in their written statement formally denied all the averments of the petitioner, the respondent herein, made in his claim petition and pleaded that the petitioner is to prove the same by producing documentary evidence. In their written statement they stated that due to rash and negligent driving by its driver the said vehicle dashed against a road side tree on the date, time and place. In their written statement, however, prayed for direction upon the owner of the vehicle to produce all the relevant documents of the vehicle before the Commissioner failing which the insurance company cannot be held responsible for making payment of compensation if any awarded in favour of the petitioner.

[13] The owner in his written statement stated that on 05.06.2016, at about 11 p.m, Shri Biswajit Debnath (claimant-respondent) sustained serious bodily injury out of a road traffic accident arising out of and in course of his employment under him is a matter of record and the petitioner is to prove the same by producing documentary evidence. In his written statement it has been admitted that petitioner, Shri Biswajit Debnath was the driver of his Maruti EECO vehicle bearing registration No.TR-01-AR-0264 and he used to pay monthly salary of Rs.7,000/- only plus other allowances to the petitioner. In the written statement also admitted the fact that he had the knowledge about the date, time and place of accident. It has been further stated that at the time of alleged accident his vehicle was duly insured with the National Insurance Company Ltd., the appellant herein, and the vehicle was plying on the road having valid documents. As such, the appellant is responsible for making payment of compensation, if any.

[14] Sri Biswajit Debnath in his oral evidence has deposed that he has submitted necessary documents in support of his case which he intends to relay. It has been narrated the similar facts which he stated in his claim petition. Nothing material came out from his cross examination done by owner of the vehicle. During cross examination by insurance company, the petitioner, the claimant-respondent, has stated that he did not submit any appointment letter to show that he was the driver of the offending vehicle. He also admitted that he did not submit his driving licence in the Court, proof of



his wages and the copy of FIR in connection with this case. He also stated that in his affidavit-in-chief that he has not mentioned that he suffered 60% disability.

[15] Sri Situ Debnath as OPW-1 deposed that he is the owner of the vehicle bearing registration No.TR-01-AR0246 and at the time of alleged accident, the vehicle had its valid documents such as Registration Certificate, Tax Token and Insurance Policy. OPW-1 also deposed that at the time of alleged accident his vehicle was insured with the National Insurance Company Ltd. covering the period from 23.03.2016 to 22.03.2017. As such, if any compensation is awarded that should be paid by the insurer of the said vehicle. In his cross examination by the petitioner OPW-1 stated that one written statement was submitted in connection with this case and it was prepared by the learned counsel as per his instruction and he signed it after reading its contents. He also stated that the petitioner was employed with him on the basis of monthly salary of Rs.10,000/- to Rs.12,000/-. In his cross examination by the O.P. Insurance Company, he stated that he could not say what was written in his examination in chief. He also stated that he informed the accident to Lefunga police station and also to the insurance company but did not submit any document as proof of the same. He also stated that his son Biswajit Debnath, was driving the vehicle at the time of alleged accident and that he did not give any appointment letter to his son to drive his vehicle. He further stated that he used to pay monthly salary to his son for driving his private vehicle but did not submit any document regarding payment of monthly salary to his son. He also stated that he did not submit any document as proof regarding information of the accident to Lefunga Police Station.

[16] On behalf of insurance company it has been deposed that he knew the owner of the vehicle bearing registration no. TR-01-AR-0264 (Maruti EECO) as the owner of the vehicle made the insurance policy with their insurance company but the insurance company had no knowledge about the accident occurred on 05.06.2016 at about 11 p.m. involving the said vehicle. He stated that after the accident the owner of the vehicle did not inform about the alleged accident of his vehicle to the insurance company. He



also deposed that the petitioner is the son of the owner of the vehicle and at the time of alleged accident, the son of the owner of the vehicle had driven the vehicle but the owner did not engage any driver for the said vehicle. As such, there is no question to grant any award in favour of the petitioner as the owner of the vehicle violated the terms and conditions of the policy. He further deposed that 60% disability did not occur due to the said alleged accident and also denied about the age and monthly salary of the petitioner. In his cross examination by the petitioner, it has been stated that on 05.06.2016 he was posted at Dibrugarh, Assam and joined as Divisional Manager at Agartala on 7th March, 2023. He also stated that it is not mandatory to give information regarding the engaged driver before obtaining any policy certificate from their insurance company by the owner of the particular vehicle and that there is no terms and condition in the policy certificate that no family member of the registered owner can act as driver of the vehicle.

[17] The original copy of ejahar, enquiry report dated 31.08.2016 of Officer-in-Charge of Lefunga police station, chits of prescriptions, original discharge summary, original disability certificate, admission of O.P Nos.1 and 2 in their respective written statement about the accident and involvement of the vehicle bearing registration no.TR-01-AR-0264 in the said accident and also the evidence of PW-1 corroborated with each other about the accident and injuries sustained by the petitioner, claimant-respondent out of that accident. Thus, from the oral and documentary evidence it is clearly established that the petitioner sustained injuries in a road traffic accident occurred on 05.06.2016 at about 2330 hours involving the vehicle bearing registration no. TR-01-AR-0264 (EECO) arising out of and in course of his employment under the owner of the said vehicle.

[18] In view of overall analysis and the discussion made by the learned Commissioner, this Court is of the opinion that the accident had occurred arising out of and in course of his employment under the owner of the vehicle. Thus, the liability of payment of compensation should be borne by the appellant insurance company as the vehicle was duly insured at the time of accident. From the insurance policy it has been observed by the learned



Commissioner that the vehicle bearing registration No.TR-01-AR-0264 was insured with the National Insurance Company Ltd. covering the period from 23.03.2016 to 22.03.2017 and the accident had occurred on 05.06.2016. So the policy was valid at the time of accident and it is a private car package policy. As per driving licence he was authorized to drive LMV-NT and M.CYL w.e.f. 06.07.2015 having validity upto 05.07.2035 for non transport purpose and the accident had occurred on 05.06.2016. So, the driving licence was also valid at the time of accident. There is no evidence adduced from the side of insurance company that the insured had violated any specific terms and condition of policy.

[19] In view of above discussion and observation more particularly, the discussion made by the learned Commissioner, this Court is of the opinion that the finding as observed by the learned Commissioner needs no interference and thus, the same stands affirmed. Consequently, the appeal stands dismissed. The cross objection arising out of the same cause of action, the same is also dismissed. However, the insurance company shall deposit the amount within a period of one month from today, if not already deposited. In the event, if the amount is already deposited, the claimant is at liberty to withdraw the same unconditionally as per procedure.

[20] As a sequel, miscellaneous applications pending, if any, shall stand closed. Send down the LCRs forthwith.

DR. T. AMARNATH GOUD, J

A.Ghash

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