

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD**

**FIRST APPEAL NO. 3594 OF 2011**

The New India Assurance Company Ltd.,  
Through it's Divisional Manager,  
Adalat Road, Aurangabad.

...Appellant

versus

1. Sanjay s/o Trimbakrao Konale,  
Age: 29 years, Occ: Nil,  
R/o. Shekhapur, Taluka Udgir,  
District Latur.
2. Mrs. Yogita Manohar Chopade,  
Age: Major, Occ: Business,  
R/o. Room No. 107, Ground Floor  
Complex, Flower Valley,  
Taluka Mahad, Dist. Raigad.  
(Appeal stand dismissed as  
against R/2 as per Court order  
dated 15/02/2013)

...Respondents

.....  
Mr. S.G. Chapalgaonkar, Advocate for appellant  
Mr. H.P. Jadhav, Advocate for respondent No.1  
.....

**CORAM : N.W. SAMBRE, J.**

**DATE : 17th AUGUST, 2015**

**ORAL ORDER :**

This appeal is by the Insurance Company.

2. Respondent No. 1 to the present appeal was working as  
driver on the goods vehicle bearing registration No. MH-06-K-6595

which was owned by respondent No. 2 on salary of Rs.3000/- per month. Respondent No.1 met with an accident on 21/11/2003 during his duty period resulting into filing of the claim petition under Workmen's Compensation Act on 30/01/2009. The Commissioner under Workmen's Compensation Act awarded compensation of Rs.5,00,000/- with interest @ 12% p.a. As such, present appeal.

3. This Court is required to take judicial note of the fact as regards dismissal of the appeal against respondent No. 2 vehicle owner on 15/02/2013.

4. Mr. Chapalgaonkar, learned Counsel for the appellant, in view of above referred back ground made two-fold submissions; (a) as regards the interest @12% p.a. awarded and (b) the amount due and payable from the date of accident.

5. This Court is required to take note of the judgment of the Apex Court in the matter of ***National Insurance Co. Ltd. vs. Mubasir Ahmed and another [AIR 2007 SC 1208]*** and in the matter of ***Oriental Insurance Co. Ltd. vs. Mohd. Nasir and another [AIR 2009 SC (Supp) 1619]***. In the judgment of National Insurance Co. Ltd. (supra), Hon'ble Apex Court has taken note of the maximum limit of rate of interest @ 12% p.a. provided under Section

4A of the Act and starting point of award of the interest will be upon completion of one month from the date on which the compensation becomes due and not from the date of accident.

6. In the later judgment in the matter of Oriental Insurance Company (supra), the Apex Court while dealing with the date of due of payment of compensation under Section 4A of the Act has observed that the liability to pay shall commence from the point of compensation becomes due and not from the date of award and further observed that pending adjudication 7.1/2% p.a. interest can be paid.

7. Subsequent judgment in the matter of Oriental Insurance Company Ltd., vs. Siby George and others [AIR 2012 SC 3144] overruled the above referred judgments, as according to the Apex Court, both these judgments are contrary to the law laid down by the Apex Court in the matter of ***Kerala State Electricity Board vs. Valsala K., [AIR 1999 SC 3502], Pratap Narain Singh Deo vs. Srinivas Sabata and another [AIR 1976 SC 222]***. The Apex Court also observed that the interest is to be paid from the date of accident to a workman as compensation falls due on this date for payment, in case personal injury caused, arises out of and in the course of his employment.

8. In the judgment of the Apex Court in the matter of Oriental Insurance Company (supra), the controversy as regards date of payment of compensation is to be computed from the date of accident is already settled.

9. It will not be out of place to mention here that the learned Counsel for the appellant has fairly conceded that the respondent claimant has already withdrawn the amount.

9. The rate of interest as ordered also appears to be reasonable. No case for interference is made out. The appeal fails, same stands dismissed.

**[ N.W. SAMBRE, J. ]**