

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

(1) CWP No.9833 of 1994

Smt. Inderpati and others

.....Petitioners

Versus

Union of India and others

.....Respondents

(2) FAO No.1071 of 1994

Smt. Inderpati and others

.....Appellants

Versus

The Jind Cooperative Sugal Mills Ltd,Jind
and others

.....Respondents

Date of Decision:-28.10.2015

**CORAM :- HON'BLE MR. JUSTICE SATISH KUMAR MITTAL.
HON'BLE MRS. JUSTICE SNEH PRASHAR.**

**Present:- Mr. R.K. Malik, Sr. Advocate with
Mr.Vijay Dahiya, Advocate,
for the petitioners-appellants.**

Mr. Ashwani Talwar, Advocate.

Mr. Ravinder Arora, Advocate.

SATISH KUMAR MITTAL, J.(Oral)

This order shall dispose of CWP No.9833 of 1994 filed by
the legal heirs of Vijay Singh, who was working as Fitter-cum-Helper
in Jind Cooperative Sugar Mills Limited (respondent no.2 herein).

Unfortunately he expired on 23.1.1993 while on duty. At that time he

was drawing a monthly salary of Rs.2234.45. The petitioners, who are widow, son and daughter of the deceased-employee, filed an application for compensation under the provisions of the Workmen's Compensation Act, 1923 (hereinafter referred to as 'the Act'). Since all the employees of the aforesaid Sugar Mills were insured with the Oriental Insurance Company (respondent No.3 herein), it was also impleaded as a party. Vide award dated 27.1.1994, a compensation of Rs. 82,380/- was awarded to the legal heirs. The said compensation was calculated while taking the monthly salary of the deceased-employees as Rs.1000/- in view of Explanation-II to Section 4 of the Act.

The Legal heirs challenged the said order of the prescribed authority by filing an appeal before this Court i.e. FAO No. 1071 of 1994 for enhancement of compensation.

The appellants have also challenged the constitutional validity of Explanation-II to Section 4 of the Act by filing the present writ petition being unconstitutional, arbitrary and ultra-vires.

Both these cases have been taken up for hearing together. The Regional Manager and the Deputy Manager of the respondent-Insurance Company are present in the Court. During the course of hearing, with the intervention and persuasion of the Court, both the parties have arrived at an amicable settlement. In view of the said settlement, the Oriental Insurance Company (respondent No.3 herein) has agreed to pay an amount of Rs.1,75,000/- over and above the amount already awarded to the Legal Representatives (petitioners/appellants herein). This amount includes the interest

component. It has been agreed that the said amount will be paid to the extent of 50% to Smt. Inderpati, widow of the deceased, (petitioner/appellant No.1), 25% to Kulbir Singh, son of the deceased (petitioner/appellant No.2) and the remaining 25% to Satvinder Kaur, daughter of the deceased (petitioner/appellant No.3). The respondent-Insurance Company is given liberty to recover the interest component from the Jind Cooperative Sugar Mills Limited as per the terms of the policy. If the respondent-Insurance Company does not release the aforesaid amount within one month from today, it will pay an interest on the said amount from the date of decision.

In view of the aforesaid settlement between the parties, both the cases are disposed of.

(SATISH KUMAR MITTAL)
JUDGE

28.10.2015
reema/vkg

(SNEH PRASHAR)
JUDGE