*   **HIGH COURT OF DELHI AT NEW DELHI**

Decided on: 14th September, 2015

\+ **CM(M) No.722/2015**

SMT. SUDESH KOHLI & ORS. …… Appellants
Through: Mr. Navneet Goyal , Advocate.

Versus

RAM GOPAL s/o sh. Kamlu Ram & Ors. …… Respondents
Through: Mr. Pankaj Seth, Advocate for National Insurance Co. Ltd. /Respondent No.3

CORAM:
HON'BLE MR. JUSTICE V.K. SHALI

V.K. SHALI, J. (*ORAL*)

1. By virtue of the present petition, the petitioner has challenged the order dated 26.3.2015 passed by learned Tribunal holding that the amount of Rs.4,50,000/- along with interest @ 6% per annum calculated with effect from 28.2.1978 till 13.10.2014 is purported to have been deposited in time and indirectly refusing to pay the present petitioner interest at the rate of 12% in the event of his default of complying with the orders passed by learned MACT.

2. I have heard the learned counsel for the petitioners as well as the learned counsel for the respondent No.3.

3. Before dealing with the submissions made by learned counsel for the petitioners, the brief background of the case would be relevant.

4. The claim petition in the present case was purported to have been filed in the year 1978 on account of death of one Shri Suresh Chand Kohli. The claim petition was decided on 3.5.1994 pursuant to which the claimants were awarded a compensation amount of Rs.4,50,000/- along with interest @6% from the date of filing of the claim petition. This interest was calculated to be Rs.17,58,104/- on a sum of Rs.4,00,000/- which was the balance principal amount to be paid by the Insurance Company. The entire amount was directed to be paid within 30 days from the date of the award i.e. 3.5.1994 to the claimants failing which the claimed amount was to carry an interest at the rate of 12% per annum with effect from the date of filing of the claim petition.

5. It is not in dispute that the claimants filed an appeal bearing FAO No.177/1994 titled Sudesh Kohli & Ors. Vs. Ram Gopal & Ors. wherein the claimants sought recovery of the entire amount from the Insurance Company instead of owner of the vehicle in terms of the directions passed by learned MACT. The appeal of the claimants was allowed on 1.9.2014 and the Insurance Company was directed to deposit with the Court the

awarded amount along with interest accruing thereon within a period of six weeks. Pursuant to this direction by the Court, the Insurance Company is purported to have deposited the amount of Rs.4,50,000/- on 13.10.2014.

6. The contention of the learned counsel for the petitioners is that since the aforesaid amount was directed to be deposited by the Insurance Company within a period of six weeks, that would mean that the said amount was to be deposited within a period of 42 days from the date of pronouncing the judgment by the High Court and the said period of 42 days has expired on 12.10.2014 while as the amount has been deposited by the respondent No.3/Insurance Company on 14.10.2014 beyond the period of permissible time and, therefore, they are entitled to be paid interest on the entire claim amount in terms of the award at the rate of 12% per annum instead of 6%.

7. Learned counsel for the Insurance Company has contended that there has been no default on their part to pay the amount within the stipulated period and since the period of 42 days which is equivalent to six weeks within which the High Court has permitted them to deposit the amount in the Court from the date of pronouncing of the order i.e.

1.9.2014. The said period expired on 13.10.2014 and accordingly on the next date the amount was deposited by them and, therefore, it is contended by them that this is not a case where interference by the High Court in exercise of its power under Article 227 is called for.

8. I have carefully considered the submissions made by learned counsel for the petitioners as well as learned counsel for the respondent No.3. The powers of the High Court under Article 227 of the Constitution of India are no doubt supervisory powers and have to be exercised in case there is any illegality in the order or the Tribunal below has exceeded its jurisdiction or failed to exercise its jurisdiction or has committed some impropriety in passing the order. The said power should be exercised by the Court to rectify the aforesaid in order to do complete justice. As it reflects from the aforesaid, the power under Article 227 is not to be exercised to correct certain slight infractions in interpretation of an order or implementation of an order. In the instant case, the only dispute which is sought to be raised by the petitioner is that the amount of compensation awarded by the learned Tribunal was to be deposited within a period of six weeks from the very date of pronouncement of order i.e. 1.9.2014 therefore the said period of 42 days would expire on

12.10.2014 and since the amount has been deposited on 14.10.2014, therefore, it is late by one day and because of this delayed payment of one day the interest is to be calculated at the rate of 12% per annum and not 6%.

9. The interpretation which has been given to the order of the High Court by the learned counsel for the Insurance Company is that the amount was to be deposited within six weeks meaning thereby 30 days would make it four weeks plus two weeks more which would make it 44 days and this 44 days is reckoned from 2.9.2014, then the period would come to an end on 13.10.2014.. if not on 14.10.2014 and the amount has been deposited on 14.10.2014 and the same is to be treated as an amount having been deposited with the Court within time and interest at the rate of 6% and not the punitive interest at the rate of 12% is payable.

10. I have thoughtfully considered the submissions made by the respective sides. I find that there is a considerable merit in the submissions made by learned counsel for the Insurance Company which is on account of the fact that when the Court has directed that the amount is to be paid within a period of six weeks it is not necessary that the six weeks would mean 42 days strictly as is sought to be urged by the learned

counsel for the petitioner. The period of six weeks could be also be treated to be interpreted in the manner that 30 days would make four weeks and remaining two weeks would mean seven plus seven meaning fourteen days and, therefore, thirty plus fourteen days would make it 44 days and not 42 days. Therefore, both the interpretations are possible. As already discussed, the power of the court under Article 227 is not of appellate jurisdiction. The view taken by learned Trial Court is both a possible and plausible one and does not suffer from any material irregularity so as to warrant any interference of this Court.

11. For the aforesaid reasons, I feel that there is no jurisdictional error or illegality or impropriety in the order passed by the learned MACT rejecting the plea of the petitioners regarding grant of interest @ 12% per annum on account of the fact having treated the amount deposited by the Insurance Company within time.

12. I accordingly feel that the petition of the petitioners is without any merit and the same is dismissed.

V.K. SHALI, J.

SEPTEMBER 14, 2015
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