

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

FIRST APPEAL NO.1182 OF 2011

Bajaj Allianz General Insurance Co. Ltd. .. Appellant

Versus

Sunil Walmik Kshirsagar and others .. Respondents

Mr.S.G.Chapalgaonkar, Advocate for the appellant

Mr.S.V.Dev, Advocate for respondent no.1

Mr.V.D.Hon, Advocate for the respondent No.2

WITH

FIRST APPEAL NO.1181 OF 2011

Bajaj Allianz General Insurance Co. Ltd. .. Appellant

Versus

Sandeep Bhausahab Daghe and others .. Respondents

Mr.S.G.Chapalgaonkar, Advocate for the appellant

Mr.S.V.Dev, Advocate for respondent no.1

Mr.V.D.Hon, Advocate for the respondent No.2

WITH

FIRST APPEAL NO.1186 OF 2011

Bajaj Allianz General Insurance Co. Ltd. .. Appellant

Versus

Deepak Baban Bharud and others .. Respondents

Mr.S.G.Chapalgaonkar, Advocate for the appellant
Mr.S.V.Dev, Advocate for respondent no.1
Mr.V.D.Hon, Advocate for the respondent No.2

**WITH
FIRST APPEAL NO.1185 OF 2011**

Bajaj Allianz General Insurance Co. Ltd. .. Appellant

Versus

Yogesh Rajendra Chintamani and others .. Respondents

Mr.S.G.Chapalgaonkar, Advocate for the appellant
Mr.S.V.Dev, Advocate for respondent no.1
Mr.V.D.Hon, Advocate for the respondent No.2

**WITH
FIRST APPEAL NO.1978 OF 2012**

Bajaj Allianz General Insurance Co. Ltd. .. Appellant

Versus

Tanveer Abdul Shaikh and ors and others .. Respondents

Mr.S.G.Chapalgaonkar, Advocate for the appellant
Mr. N.D.Sonwane, Advocate for respondent No.1
Mr.S.K.Shinde, Advocate for respondent No.2
Mr.V.D.Hon, Advocate for the respondent No.3

**CORAM : A.V.NIRGUDE, J.
DATED : 23.09.2016**

P.C. :-

1. All these appeals can be disposed of by this

common order. All these appeals arose from an Industrial mishap that took place on 14.12.2005. In a factory premises explosion took place causing deaths and burn injuries to workers working at the time of accident. Few worker died and several sustained burn injuries. The respondents here are four employees who sustained burn injuries and who filed claim petition under Section 3 of Employees Compensation Act, 1923 against the employer and the employer's insurance company.

2. Most of the facts relating to the incident are admitted. It is not in dispute that respondents sustained injuries while they were on duty and that they suffered certain amount of partial permanent disablement resulting into some amount of loss of earning capacity. On the basis of the evidence that came before the Commissioner, he awarded certain amount in each cases.

3. The appellant Insurance Company took a specific plea in their written statement that their liability is limited to the extent of compensation amount but it would not cover interest on the compensation amount. Despite taking such plea which is based on certain term of Insurance agreement the appellant Insurance company did not pursue this plea at the time of trial. They did not get a specific issue and did not lead evidence. Learned

Commissioner, therefore, could not record any findings on this issue. Virtually for the first time this plea persuaded at this stage. The appellant, however, is not under obligation to show to the Court as per the Section 30 of the said Act that there is a substantial question of law arising in these appeals.

4. Learned counsel for the appellant strenuously argued since plea was taken specifically that there could be a substantial question of law as to whether the appellant Insurance Company is entitled to get this plea adjudged on merits and for that whether they are entitled to cases remanded back to the Lower Court. I am afraid this submission is not acceptable. As said above though plea was taken as it was indeed available but it was not persuaded in absence of diligence. No amount of persuasion at this stage would be truthful. Had there been a question arising relating to this plea which was persuaded in the Lower Court probably I would have considered this submission. In these facts and circumstances of these cases I do not find it necessary to entertain these litigations further.

5. In my view there is no substantial question of law arising in these appeals hence the appeals should fail.

6. The amount deposited by the appellant Insurance Company shall be handed over to the claimants as per the terms of award.

7. In view of this the appeals stand dismissed.

[A.V.NIRGUDE, J.]