

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

**Regular Second Appeal No.3351 of 2015 (O&M)
Date of Decision: February 25, 2016.**

M/s Suman Electric Works

.....APPELLANT(s).

VERSUS

Haryana Vidyut Parsaran Nigam Limited and others

.....RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Deepak Sharma, Advocate
for the appellant (s).

SURINDER GUPTA, J.

Heard.

Appellant-plaintiff filed suit seeking declaration to declare the notice dated 13.09.2007 issued by defendant No.2 asking the plaintiff to deposit ₹2,66,992/- in his office within seven days of receipt of the notice, as illegal, null and void, ineffective and not binding on the rights of the plaintiff and consequently, seeking the relief of permanent injunction restraining the defendants from implementing the aforesaid notice, which was dismissed by Civil Judge (Junior Division), Yamuna Nagar at Jagadhari. The judgment and decree passed by the lower Court was affirmed in appeal by Additional District Judge, Yamuna Nagar at Jagadhari.

Plaintiff is a private contractor and was allowed contract by defendants of erection of electric poles in Mustfabad area in District

Yamuna Nagar. A labourer engaged by the appellant for execution of the contract died while erecting the poles. A claim petition was filed before the Commissioner, under Workmen Compensation Act by the dependants of the deceased, which was allowed and the claimants were granted compensation of ₹2,66,992/- with interest @ 9% per annum from the date of order till date of payment. The Tribunal directed the defendants being principal employer to pay the amount of compensation to the claimants and this amount could be recovered from the plaintiff. After payment of that amount, the defendants issued the impugned notice to the plaintiff asking him to deposit the amount in dispute.

The Courts below have declined the relief claimed by the appellant-plaintiff on the ground that Sunil Kumar was employee of the plaintiff. The liability to pay the compensation was fixed on the defendants as they were the principal employer and secondly, as per clause (12) of the terms and conditions of the contract, contractor was fully responsible for any mishap, that occurred to his labour.

Learned counsel for the appellant-plaintiff has argued that the plaintiff had executed work of defendants, as such, any damage or mishap, if caused during the execution of the work, is the responsibility of the defendant and not of the plaintiff.

The above submission made by learned counsel for the appellant-plaintiff has no merits in view of term and conditions under which the contract was allowed to the appellant-plaintiff to execute the work. He has never challenged the virus of clause (12) contained in the document of contract executed by him. Even otherwise, the deceased, was an employee

engaged by the plaintiff in execution of his contract, as such, it was his responsibility to pay the amount of compensation for death of his employee in a mishap.

On perusal of the record and judgments of the Courts below, I find no legal or factual infirmity therein calling for any interference.

No substantial question of law requiring determination arises in this appeal, which has no merits.

Dismissed.

February 25, 2016.
Sachin M.

(SURINDER GUPTA)
JUDGE