IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL (ST) NO. 32154 OF 2013
WITH
CIVIL APPLICATION NO. 4766 OF 2013

United India Insurance Company Limited .. Appellant
vs.
Ravindra L. Kamble and anr. .. Respondents

Ms Varsha Chavan for the Appellant.
Mr. V.M. Parkar for Respondent No.1.

CORAM : M. S. SONAK, J.
DATE : 31 JANUARY 2017.

P.C. :-

1] Ms Varsha Chavan, learned counsel for the appellant, submits that in this case respondent No.1 has been awarded compensation under the Employee's Compensation Act, 1923 (said Act) on the basis that he has suffered permanent disability to the extent of 40%, on the basis of the accident which took place on 4 March 2003. She submits that the driving licence was produced on record and was marked as Exhibit-U-12. On perusal of the driving licence, she submits that it is clear that the driving licence was renewed for the period between 18 November 2004 and 16 November 2007. On this basis, she submits that if respondent No.1 had indeed suffered disability as alleged, it is inconceivable that the licence could be renewed for the period beyond 4 March 2003. On such basis, she submits that the finding with regard to disability is vulnerable and therefore, the claim awarded is excessive.

This order is corrected in pursuance
to the speaking to the minutes of order
dated 8/3/2017

2] The submission is quite misconceived. In the first place, the appeal under section 30 of the said Act has to raise a substantial question of law. The question raised, is neither a question of law nor it can be regarded as substantial. That apart, it does not appear that such a question was even raised before the Commissioner, particularly since there is no reflection about such ground in the impugned order. Thirdly, there can be many reasons, which can explain the circumstances in which the driving licence was renewed. If the Insurance Company was indeed serious with its contention, then the least that was expected that they summon the R.T.O. Officer or they lead some evidence to such a ground. The Insurance Company has done nothing of this. Accordingly, no ground is made to entertain the appeal.

3] In the application seeking condonation of delay, the appellant has stated that a decision was taken to prefer the appeal in the present case because it was felt that the interest portion is substantial. This means that the Insurance Company felt itself aggrieved mainly by the interest component and not on account of determination of compensation *per se*. The ground now raised in support of this appeal, in such circumstances, is quite misconceived.

4] Surprisingly, at the stage of arguments, no ground questioning the award of interest has been raised. In any case, the Hon'ble Supreme Court, in ***L.R. Ferror Alloys Ltd. v. Mahavir Mahto and anr. - 2001 ACJ 645,*** has held that the Insurance Company is liable for the interest payable along with the amount of compensation.

5] For this reason, it is quite clear that the ground raised in support of this appeal is quite misconceived and this appeal is required to be dismissed with costs. Accordingly, this appeal is dismissed with costs assessed at Rs.10,000/-.

6] All concerned to act on the basis of authenticated copy of this order.

(M. S. SONAK, J.)

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