IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP-27648-2013 (O&M)
Date of decision:04.09.2017

Manjit Kaur ... Petitioner

Vs.

The Punjab State Power Corporation Limited & others ... Respondents

CORAM: HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA.

Present: Mr. A.K. Walia, Advocate for the petitioner.

Mr. Y.P. Khullar, Advocate for respondents No.1 and 2.

Mr. Vinod Gupta, Advocate for respondent No.3.

...

TEJINDER SINGH DHINDSA, J.

Petitioner, Manjit Kaur is the widow of Malkiat Singh, who was serving as a Lineman with the Punjab State Power Corporation Limited (hereinafter to be referred to as 'the Corporation') and who died in an accident while on duty on 28.07.2004.

The instant writ petition has been filed seeking a writ of mandamus for directing the 1st respondent i.e. the Corporation as also the 3rd respondent i.e. the New India Assurance Company Limited to release to the petitioner the amount of Rs.1 lakh payable under a Group Insurance (Personal Accident) Scheme. Further prayer is for grant of interest @ 18% per annum upon such compensation amount.

It is not in dispute that husband of the petitioner was serving as a Lineman and died on 28.07.2004 on account of multiple injuries having been suffered due to electrocution during the course of discharging of the official duties.

Placed on record at Annexure P-1 is Memo dated 12.05.1987 issued by the erstwhile Punjab State Electricity Board on the subject of Group Insurance (Personal Accident) Scheme for the Punjab State Electricity Board employees. Such Scheme regulates even employees of the Punjab State Power Corporation Limited. Perusal of the Scheme would reveal that it is applicable to all regular employees of the Board and covers risks for the entire duration of 24 hours of day and night. Clause 4 entails that the Scheme will cover death risk of the employees up to Rs.1 lakh in each case. Such amount of compensation i.e. Rs.1 lakh per accidental death would be paid to the legal heir(s) of the deceased employee through the office which in turn would lodge the claim with the concerned Insurance Company. Clause 8 mandates that in the eventuality of an accidental death of an employee covered under the Scheme, it is the office of the Erstwhile Board (now Punjab State Power Corporation Limited) that will lodge and settle the claim with the Insurance Company. The procedure to be adopted in the event of any claim to be lodged with the Insurance Company is also laid down in the Scheme itself and is in the following terms:

(i) Immediate intimate of claim to the Company.

(ii) The claim may be lodged with the Insurance Company on the prescribed form (copy enclosed).

(iii)A certificate from the PSEB that the person died is an employee of the Board and was covered under Normal/heavy Risk category.

(iv) Copy of FIR/Post Mortem Report and death certificate may be submitted along with the application.

The factual premise in the present case being not in dispute, a Coordinate Bench of this Court on 05.04.2016 passed the following order:

> *"The competent authorities in the 3rd respondent-Insurance Company and PSPCL sit together and meeting to be convened on a mutually agreed date to sort out the case of the petitioner. Let the meeting take place within one month and the result of the deliberation be placed on record for perusal of the Court.*
>
> *List on 07.07.2016.*
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> *Reply, if any, be filed in the meantime."*

During the course of resumed hearing today, Mr. Y.P. Khullar, learned counsel representing respondents No.1 and 2 would submit that a meeting had been held between the competent authority of the Corporation as also of the Insurance Company and a decision was taken to pay to the petitioner the compensation amount of Rs.1 lakh. He has even furnished a cheque dated 28.08.2017 issued by the respondent/Corporation for an amount of Rs.1 lakh and drawn in the name of the petitioner. The cheque in question has been handed over to Mr. A.K. Walia, learned counsel representing the petitioner today itself in Court.

The primary relief having been granted to the petitioner, the only issue that remains is with regard to grant of interest, on such amount of Rs.1 lakh.

The date of demise of the husband of the petitioner is 28.07.2004. Deceased husband of the petitioner being a regular employee of the respondent/Corporation and being covered by the Scheme dated 12.05.1987 (Annexure P-1) is not disputed by counsel representing the 1st respondent.

Mr. Khullar, Advocate has made an attempt to oppose the prayer for grant of interest on the amount of Rs.1 lakh by urging that to pursue the claim lodged by the Corporation with the Insurance Company, certain documents in the nature of copy of FIR, Post Mortem Report, death certificate etc. had to be furnished to the Insurance Company in question and for which purpose, repeated attempts had been made to procure such documents from the widow of the deceased employee i.e. the present petitioner and such documents having not come forth, the petitioner is not entitled to any interest on the compensation amount.

The stand taken on behalf of the Corporation can only be stated to be unfortunate and perverse being contrary to record. Appended along with the written statement placed on record on behalf of the respondent/Corporation at Annexure R-1 is a communication dated 12.01.2005 from the office of the Assistant Executive Engineer Distribution Sub Division, Mour Mandi and on the subject to the Group Insurance claim of Malkiat Singh, who had expired on 28.07.2004. Perusal of such communication would show that the following documents had already been sent to the Senior Executive Registrar, Distribution Division, Maur:

(i) Claim form in duplicate.

(ii) Death certificate of deceased in original.

(iii) Certified copy of Post Mortem Report of the deceased.

(iv) Copy of FIR and Form Nos.25-35 and;

(v) Attested photo of Manjit Kaur (present petitioner).

Such documents at Annexure R-1 appended along with written statement belies the stand taken by counsel representing the 1st respondent that there was delay on the part of the widow to have furnished the requisite documents.

This Court would have no hesitation to observe that the delay, in this case, is attributable to the respondent/Corporation and wherein the claim with regard to deceased Malkiat Singh had not been processed expeditiously and taken up with the Insurance Company in question.

There is yet another aspect of the matter. As per document/Communication at Annexure R-4 along with the reply filed on behalf of the Corporation, The New India Insurance Company rejected the claim of the deceased Malkiat Singh on the ground that intimation as regards his death was to be furnished by the Board/Corporation within a period of 24 hours and the intimation in the present case was sent after a lapse of about 2 years.

The document at Annexure R-4 dated 07.09.2006 is a clear pointer of the delay at the hands of the respondent/Corporation in not having given intimation of the demise of Malkiat Singh i.e. husband of the petitioner within the stipulated time frame as per policy terms and conditions entered into between the Insurance Company and the Board/Corporation. In any case, the petitioner cannot be made to suffer on this count.

The callous attitude of the respondent/Corporation can further be highlighted in view of the fact that even though the Insurance Company had informed the 1st respondent/Corporation vide communication dated 07.09.2006 (Annexure R-4), it is only after an application having been filed under the provisions of the Right to Information Act that the Corporation informed the petitioner in such regard vide communication dated 03.01.2013 at Annexure P-5.

In the considered view of this Court, the petitioner is entitled to grant of interest on account of the inordinate delay of settling her claim as regards payment of Rs.1 lakh under the Group Insurance Scheme dated 12.05.1987 (Annexure P-1). Further held that the delay is totally attributable to the 1st respondent i.e. the respondent/Corporation.

For the reasons recorded above, the writ petition is allowed. The 1st respondent i.e. the Punjab State Power Corporation Limited is directed to release in favour of the petitioner interest @ 8% per annum on the amount of Rs.1 lakh for the period in question i.e. from the date of demise of her husband om 28.07.2004 till date i.e. when the cheque for an amount of Rs.1 lakh has been handed over.

Interest component be calculated and released to the petitioner within a period of two months from today.

Disposed of.

04.09.2017 **(TEJINDER SINGH DHINDSA)**
harjeet **JUDGE**

i) Whether speaking/reasoned? Yes

ii) Whether reportable? Yes