In the High Court of Punjab and Haryana at Chandigarh

FAO- 7570 of 2014(O&M)
Date of Decision: 15.12.2018

The New India Assurance Company Limited

---Appellant

versus

Harbans Kaur and others

---Respondents

Coram: Hon'ble Mrs. Justice Rekha Mittal

Present: Mr. R.C.Gupta, Advocate
for the appellant

Mr. Vikas Singh,Advocate,
for respondents No. 1 to 3

Mrs. Amarjit Kaur Khurana, DAG Punjab

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Rekha Mittal, J.

The present appeal directs challenge against order dated 27.6.2014 passed by the Commissioner under the Employees' Compensation Act, 1923 (in short "the Act") whereby compensation has been awarded on account of death of Mukhtiar Singh SPO-1629 in Police Department, Patiala. The insurance company has been held liable to pay compensation on the basis of group insurance policy namely Janta Personal Accident Insurance Policy marked as Ex. R1.

The sole submission made by counsel for the insurance company is that as Mukhtiar Singh died because of heart failure, the insurance company is not liable to indemnify the insured with regard to death of Mukhtiar Singh. To bring home his contention, he has referred to document Ex. R1 that envisages as to the bodily injury for which the company shall pay to the injured a sum of Rs. 1.00,000/-.

Counsel representing the respondents have supported findings of the Commissioner directing the insurance company to pay compensation on the basis of policy Ex. R1.

I have heard counsel for the parties, perused the paper book and records.

The precise controversy involved in the present appeal is whether the appellant-insurance company has rightly been held liable to pay compensation on the basis of group insurance policy i.e. Janta Personal Accident Insurance Policy Ex. R1. On the first page of the policy, the clause germane to the present controversy, reads as follows:-

> "Now this POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the company will indemnify the insured as hereinafter mentioned.
>
> If the insured shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means (including sterilisation risk) then the company shall pay to the insured the sum hereinafter set forth that is to say:-
>
> The capital sum insured Rs. 1,00,000/- each."

Indisputably, in the case at hand, Mukhtiar Singh died due to heart attack. Mukhtiar Singh did not sustain injury resulting solely and directly from accident caused by outward, violent and visible means. In the given scenario, the case of Mukhtiar Singh is not covered under the policy

Ex. R1 in order to fasten liability upon the insurance company even to the extent of Rs. 1,00,000/- in view of the terms of the insurance policy. In this view of the matter, findings recorded by the Commissioner fastening liability upon the insurance company cannot be allowed to sustain and accordingly set aside.

For the foregoing reasons, the appeal is partly allowed. The insurance company shall not be liable to pay compensation to the claimants. However, the claimants would be at liberty to recover the same from other respondents before the Commissioner.

(Rekha Mittal)
Judge

15.12.2018
PARAMJIT

Whether speaking/reasoned : Yes

Whether reportable : Yes/No