



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date : 18.02.2021

CORAM:

THE HON'BLE MR. JUSTICE R.SURESH KUMAR

W.P.No.8915 of 2010

N.Thulasidasan

... Petitioner

Vs.

1.Madras Fertilizers Ltd.,
Rep. by its Chairman & Managing Director,
Manali, Chennai - 600 068.

2.General Manager - HR and M&D,
Madras Fertilizers Ltd.,
Manali, Chennai - 600 068.

... Respondents

Prayer: Petition filed under Article 226 of Constitution of India praying for issuance of a Writ of Mandamus directing the respondents herein to treat the period of the petitioner's absence from 11.09.2009 to 04.11.2009 as "industrial accident" as defined under Clause 3.1.0 of Policy 29 and grant all the benefits, i.e., leave with pay and allowances for the entire treatment period, as stated under clause 5.1.1 of the said Policy, within the time frame.

For Petitioner : K.M.Ramesh

For Respondents : Mr.B.Jayesh Dolia
For M/s.Aiyar & Dolia

ORDER

The prayer sought herein is for a writ of mandamus directing the respondents to treat the period of the petitioner's absence from 11.09.2009 to 04.11.2009 as "industrial accident" as defined under Clause 3.1.0 of Policy 29 and grant all the benefits, i.e., leave with pay and allowances for the entire treatment period, as stated under clause 5.1.1 of the said Policy, within the time frame.

2.The necessary facts which are required to be noticed for the disposal of this writ petition are as follows:

(i) According to the petitioner, he was working in the respondent Organisation since April 1993 and ever since he joined in the respondent Organisation, he had been taking



leading part in the trade union activities. At the time of filing this writ petition, the petitioner was working as Senior Secretary in the respondent Company. Since August 2009, he was Treasurer of Madras Fertilizers Staff Union, which was the only representative body of all the non-supervisory staff employed in the respondent company for the past 38 years. The said union was started in the year 1972 and was recognised by the respondent Management as sole collective bargaining agent.

(ii) While so, it is the further case of the petitioner that, at one point of time due to the alleged ill-will developed with the Management in view of the termination of the then Chief Executive one S.Muralidharan, they developed that ill-will against the members, office bearers of the union called MFSU and therefore, they have taken hasty decision of de-recognition of the said union and also encouraged rival union and its office bearers to reign in terror among the non-supervisory staff in order to infuse fear psychosis in the minds of the said staff to join their rival union.

(iii) With this background, according to the petitioner, on 11.09.2009 during the working time or duty time, he was summoned to come to the working place (Maintenance Planning Section) of MFSU's Ex-Treasurer one A.G.Joseph Victor, accordingly, the petitioner went there. When he entered in the Section room, he noticed that a gang of 15 persons under the leadership of one K.Jaya Shankar surrounded A.G.Joseph Victor and on seeing the petitioner, the gang turned on him shouting in high tone and in a fit of anger raising their voice. During that time, it seems that, there had been a wordy quarrel and therefore, out of such scuffle, the said Jaya Shankar pulled the neck down of the petitioner and traded blows at the backside of neck indiscriminately, result of which, he felt giddiness, numbness of both upper limbs and fell down unconsciously and later on, after taking first aid at the factory premises, he was admitted in a private hospital viz., Sugam Hospital, Thiruvotriyur, Chennai, where, after diagnosis it was found that, fracture of C3 and C5 cervical spine. With the result, he had to undergo medical treatment for 55 days and in respect of the said incident, the petitioner had given a complaint with the respondent Management as well as Manali Police, where, the Police have registered a case and the same is pending investigation. Thereafter, the petitioner had given representation on various dates i.e., on 06.10.2009, 16.11.2009, 24.11.2009 and 15.03.2010 to the respondent Management to grant accident leave as defined under Clause 3.1.0 of Policy 29 and to grant all benefits as defined in Clause 5.1.1 of the said Policy 29. However, the respondent has not taken any steps to pass orders on the plea raised by the petitioner, therefore, in order to get the said relief, the present writ petition has been filed



by the petitioner with the aforesaid prayer.

3.I have heard Mr.K.M.Ramesh, learned counsel appearing for the petitioner, who would submit that, the accident that was taken place on 11.09.2009 is purely an industrial accident. Therefore, since the petitioner had suffered injuries and he had to take medical treatment as an inpatient as well as outpatient for 55 days, the said period of 55 days shall be treated as duty period and in this regard, whatever the expenses he incurred for taking the treatment should be reimbursed by the Management through the Insurance Company in view of the Accident Benefits Policy in this regard.

4.In support of his claim, the learned counsel has relied upon certain Clauses of the Accident Benefits Policy of the Management. The Clause 1.0.0 under the heading 'Scope' as well as Clause 3.1.0. under the heading 'Industrial Accident' and Clause 3.2.0 under the heading 'Non-Industrial Accident', as has been explained, were relied upon by the learned counsel. To have a ready reference, the relevant Clauses of the Policy are extracted herein.

"1.0.0. SCOPE

This Policy outlines MFL Policy on accident benefits payable to its employees insured under 'GROUP PERSONAL ACCIDENT INSURANCE' (GPAI) Policy in the event of accidents to its employees.

3.0.0. DEFINITION

For the purpose of this Policy.

3.1.0 'Industrial Accident' means any bodily injury sustained by an insured employee arising out of or in the course of his employment while on duty.

3.2.0 'Non-Industrial Accident' means any bodily injury sustained by an insured employee while on off-duty."

5.He also relied upon Clause 5.1.1 of the Policy which reads thus:

"5.1.1 ACCIDENT LEAVE

Duration of enforced absence, as certified by a qualified registered medical practitioner, shall be treated as 'accident leave' with pay. Accident leave shall be in addition to the leave entitlement as per Company's Leave Policy (P-03) Salary for the duration of such enforced absence shall be paid at the same rate at which it was drawn by the employee before proceeding on accident leave. In respect of employees covered by the 'Workmen's Compensation Act', the accident leave salary shall do in lieu of the half-



monthly payments prescribed in the said Act."

6. By relying upon these Clauses in the Policy, the learned counsel for the petitioner would contend that, the incident that was taken place on the particular date was taken place during duty hours, therefore, it shall be treated only as 'industrial accident' taken place in the course of employment and out of employment and if such industrial accident is taken place with the result, any employee like the petitioner is suffered or sustained bodily injury, for which, he had taken medical treatment for 55 days, certainly the said period of absence for taking treatment has to be treated only as 'duty period' and accordingly, the medical expenses incurred by the employee for taking such treatment both as an inpatient as well as outpatient shall be reimbursed by the Management only through the Insurance Company, with whom the Management already had a contract, pursuant to which, that Accident Benefits Policy applicable to all the employees of the respondent company, has been entered into.

7. In this context, the learned counsel appearing for the petitioner, in order to establish that, the incident that took place the other day where the petitioner sustained injury was really an industrial accident within the meaning of Clause 3.1.0 of the Accident Benefits Policy, wanted to rely upon the following decisions.

- (i) 1983 ACJ 286 (C.M.A.No.12 of 1981) [Superintending Engineer, Parambikulam Vs. Aliar Project, Pollachi].
- (ii) 1998 (3) LLJ 152 (C.M.A.No.841 of 1987) [Senior Divisional Personnel Officer, Southern Railway, Trichy Vs. Smt.Kanagambul].
- (iii) 1998 (2) CTC 1 : 1998 (3) LLN 299 (L.P.A.No.44 of 1997 (DB)) [The Management of Pannimedu Estate, M/s. Tata Tea Ltd., Vs. Chandra].

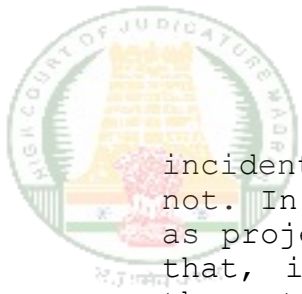
8. By relying upon these three decisions, the learned counsel appearing for the petitioner would contend that, the incident that taken place on the particular day, where, the petitioner suffered injury, is only an industrial accident, if the principle laid down in those decisions are applied, therefore, for the said industrial accident, certainly the period where the petitioner had taken medical treatment has to be treated as a duty period and accordingly, the medical expenses incurred by the petitioner shall be reimbursed by the Management through the Insurance Company.

9. Per contra, Mr. Jayesh Dolia, learned counsel appearing for the respondents Management has submitted that, no doubt the Management is having the Accident Benefits Policy for the benefit of all the employees including the petitioner, however, whether the petitioner is entitled to get the relief, as sought for in this writ petition i.e., regularising the absence of the



petitioner from 11.09.2009 to 04.11.2009 because of the industrial accident as defined in the Policy 29 and to pay the pay and allowances for the entire treatment period, is a question, for which, the learned counsel for the Management has also relied upon the Policy 29 where he also heavily relied upon Clause 3.1.0. By relying upon the said Clause, he would submit that, industrial accident should have taken place and by virtue of that, bodily injury should have been sustained by any insured employee arising out of or in the course of the employment while on duty.

10. Laying emphasis on these words, 'arising out of or in the course of his employment while on duty', the learned counsel would submit that, on the particular date, it is the case of the petitioner that, he was summoned by a co-worker or employee or other office bearer of the employees union to a particular place, which is not supposed to be the work place earmarked for the petitioner. The moment the employee i.e., the petitioner moves out of the work place at duty time and has gone for settling the personal score not connected with his duty or employment towards the Management and during the said moment if any scuffle that taken place between the petitioner and other employee or employees, out of which, if the petitioner allegedly suffered any injury, that cannot be treated as an industrial accident. In other words, the learned counsel would submit that, if the petitioner suffered with any bodily injury only in the course of or out of employment while he was on duty, then only it can be construed as industrial accident, for which, he can be extended whatever benefits available under Policy 29. By making this submissions, the learned counsel for the Management would further contend that, if at all the said incident, where the petitioner sustained injury, was related to the duty cast upon the petitioner, then that can be construed as an industrial accident. However, the wordy altercation which resulted in scuffle or physical attack between two individual or more during the working time only to settle the personal score, then, it cannot be construed as an industrial accident. The main intention of the Accident Benefits Policy as envisaged in Clause 1.0.0 under the heading 'Scope' is only for the accident benefits payable to its employees insured under the Group Personal Accident Insurance (GPAI) Policy in the event of accidents to its employees. The words 'accidents to its employees' mentioned in the said Clause under the heading 'Scope' is only industrial accident, for which, the definition is given in Clause 3.1.0, as quoted above, therefore, what has been taken place on the particular day out of which what injury sustained by the petitioner, is not at all an industrial accident. Therefore, the very scope of the Group Personal Accident Insurance Policy mainly relied upon the petitioner cannot be made applicable to the petitioner insofar as the said



incident taken place on 11.09.2009 is an industrial accident or not. In this context, it is the definite case of the petitioner, as projected by the learned counsel appearing for the petitioner that, it is an industrial accident as admittedly on that date the petitioner was on duty in the factory premises and the said incident also had taken place within the factory premises where the petitioner sustained bodily injury and he had to take treatment for 55 days with the result, he could not join duty for 55 days.

18. Though both sides had heavily relied upon the Policy 29 by relying upon certain Clauses mentioned therein, whether the Policy 29 would be helpful to the Management or to the petitioner employee is the question to be answered.

19. The scope of the Policy, as quoted herein above, is to pay benefits to the employees insured, in the event of accidents to its employees, therefore, there is no ambiguity in the scope of the said Policy, as only the word 'accidents' alone mentioned in the scope. However, that accident should be construed only as 'industrial accident' as that has been defined in Clause 3.1.0. No doubt, industrial accident has been defined to state that, any bodily injury sustained by an insured employee arising out of or in the course of employment while on duty. Therefore, two ingredients are must. Firstly, there must be a bodily injury sustained by an insured employee. Secondly, such sustainment of bodily injury must have been taken place only during the course of employment i.e., arising out of or in the course of employment.

20. The very same Policy in Clause 3.2.0 has also stated what is 'Non-industrial Accident', it says that bodily injury sustained by an insured employee while on off-duty.

21. So the only criteria that has been emphasised by the makers of this Policy which is being implemented by the respondent Management is that, whether the accident was taken place and the bodily injury was sustained by an insured employee while he was in duty or in off-duty. In this context, it is the contention of the learned counsel for the respondents Management that, though he was on duty i.e. on duty day during day time, the petitioner had not suffered any bodily injury while he was undertaking his duty, but he had suffered such bodily injury because of the violence where two or more persons involved, in that scuffle the petitioner sustained bodily injury and that was also taken place outside the exact place where the petitioner was expected to be present during duty time. Therefore, the said accident, according to the respondent Management, was taken place during off-duty of the petitioner.



22. However, the learned counsel for the petitioner by relying upon the three Judgments referred to above on their behalf has contended that, the circumstances that has been projected before this Court in this case with regard to the incident taken place on 11.09.2009 in the factory premises of the respondent Management can be fit in, in the definition given in the Policy 29 to suggest that, the accident taken place is arising out of or in the course of the employment only while on duty.

23. In this context, the learned counsel has heavily relied upon a decision of this Court reported in 1998 (3) LLJ 152 (cited supra), where, the learned Judge having taken into account the earlier decisions reported in (1975) 1 L.L.J. 398 [Smt. Satiya v. Sub-Divisional Officer, P.W.D.] and AIR 1955 Bombay 105 [Bhagu Bank v. General Manager, Central Railway] as well as (1983) 2 L.L.J. 326 [Superintending Engineer, Parambikulam-Aliyar Project v. Andammal] has held as follows:

"7. The only question that has to be considered is whether the injuries sustained by a workman by an unknown person would amount to an accident arising out and in the course of the employment. It has been decided in the decision reported in Smt. Satiya v. Sub-Divisional Officer, P.W.D. (1975) 1 L.L.J. 398, that murder is an accident from the point of view of the person who suffered from it and it is an untoward event as defined in Section 3(1) of the Act. Therefore, sustaining injury while on duty and meeting his death subsequently has to be necessarily considered as an accident arising out of and in the course of employment.

8. In the decision reported in Bhagu Bank v. General Manager, Central Railway AIR 1955 Bombay 105. it has been held as follows:

"Once the proximate connection between the accident and the employment is established the applicant has discharged the burden and in this case the proximate connection between the employment and the injury is the fact that the deceased was at particular spot in the course of his employment and it was at that spot that he was assaulted and done to death.

After the above observation, it was held by the Bombay High Court that the applicant was entitled to compensation under the Workmen's Compensation Act. It was held in the decision reported in Superintending Engineer, Parambikulam-Aliyar Project v. Andammal (1983) 2 L.L.J. 326, as follows:

"the deceased had to be in the place where he was done to death in the course of his employment for discharging duties. By reason of his being in the



WEB COPY

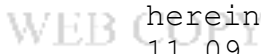
particular place, he had to face the peril and the accident resulted in his death was caused to be by such peril. In such a situation there was a casual connection between the accident and the employment".

When we consider these decisions referred by the Deputy Commissioner of Labour in his order, we have to necessarily hold that the husband of the applicant was in Sikkal railway station on 8.5.1984 at about 1.30 a.m. when he was attacked by an unknown person resulting in his death and therefore, the applicant is entitled to compensation."

24.If we look at the said decision, it has been held therein that, sustaining injury while on duty and meeting his death subsequently has to be necessarily considered as an accident arising out of and in the course of the employment. Taking clue from this proposition, the learned Judge in the said case has explained the position that, the deceased employee was in a Railway Station on the particular day in the wee hours i.e., 1.30 a.m. while he was returning to home after completing duty where he was attacked by an unknown person resulting in his death. Therefore, that incident was considered to be an industrial accident, therefore, the learned Judge has held that the deceased, on his behalf, the widow of the deceased, was entitled to get compensation.

25.It was argued by the learned counsel appearing for the respondent Management that, this kind of proposition would be possible in Workmen Compensation Proceedings, where, full-fledged trial would be taken place under the provisions of the Workmen Compensation Act where the parties would be able to examine their witnesses and produce evidences, where, cross examination by the other side would be possible and therefore after full-fledged trial what could be the decision taken by the Tribunal arising out of the trial based on evidences cannot be compared with the summary proceedings like this where the present relief sought for by the petitioner in this writ petition where complicated question of facts cannot be gone into as it is a settled proposition that in writ proceedings complicated questions of law would never be gone into.

26.Insofar as the said contention of the learned counsel for the respondent Management, this Court feels that, this Court has not taken any attempt to go into the correctness of the factual aspects projected by both sides, instead this Court has taken only the legal proposition that has been culled out by the earlier legal precedents. In the said case, which was quoted herein above, the industrial employee was sustained murderous attack by an unknown person while he was standing in a Railway station on the way to home. Even that circumstances, the Court has come to the conclusion that, where the said accident taken



27. Moreover, the factual matrix, as stated or discussed herein above, has not been in much controversy, because, on 11.09.2009 the incident taken place, if not the industrial accident in the words of the learned counsel appearing for the respondent, where, the petitioner employee sustained bodily injury which resulted him to be admitted as an inpatient in the hospital and had taken treatment for longer period and he could not join duty for 55 days. It is also an uncontroverted fact that on the particular day, the petitioner was in duty and it was also in duty time. The only exception that was taken by the learned counsel for the respondents is that, though he was in duty and it was in duty time, he had not been there in the duty place exactly and he had voluntarily gone to other place, of course in the same factory premises where absolutely there has been no industrial purpose or factory purposes and only to settle the personal score between the petitioner and other co-employee or office bearer of the employees union and therefore, that cannot be construed as 'industrial accident'. This kind of interpretation though sought to be given by the learned counsel appearing for the respondents, this Court is not impressed with the said view expressed by the learned counsel.

29. In the third judgment as relied upon by the learned counsel for the petitioner i.e., 1998 2 CTC 1 (cited supra), a Division Bench of this Court has held as follows:



WEB COPY

themselves indicate, that the theory of notional extension of employee's premises would take within it also the area which a workman passes and repasses in going to and in leaving the actual place of work and that a workman would be in the course of his employment, if he reaches the place of work or the area which comes within the theory of notional extension. So far as the case on hand is concerned, as indicated earlier, the worker left her child in the creche and was indisputably going for work near the Muster, which it is absolutely necessary for her to pass through when another co-worker under the same employer has committed the act of assault and caused the injury. In our view, it is not the reason or the cause for the assault that really matters, but the place and the point of time when the incident occurred resulting in the injury, and the proximity of the same to need for her presence at the time alone that will be relevant. Since the worker in this case was actually found to be near the Muster to get her assigned to the place of work, when the incident occurred the accident resulting in the injury must be held to have occurred on account of the risk which is in the course of the employment and it cannot be contended that there is not even any casual relationship between the accident and the employment to deny the benefits of the provisions of the Act to the worker concerned. Consequently, we are of the view that no exception could be taken to the order of the learned single Judge in conforming the award of compensation of the Commissioner of Workmen's Compensation in the present case. Therefore, we see no merit what so ever in the appeal. The appeal fails and shall stand dismissed."

30. However, the learned counsel for the respondents has relied upon the three judgments quoted above, where, he mainly relied upon 1969 (2) SCC 607 (cited supra).

31. If we look at the decision of the Hon'ble Supreme Court, in para 6, their Lordships have held as follows:

6. In the case of death caused by accident the burden of proof rests upon the workman to prove that the accident arose out of employment as well as in the course of employment. But this does not mean that a workman who comes to court for relief must necessarily prove it by direct evidence. Although the onus of proving that the injury by accident arose both out of and in the course of employment rests upon the applicant these essentials may be inferred when the facts proved justify the inference. On the one hand



WEB COPY

the Commissioner must not surmise, conjecture or guess; on the other hand, he may draw an inference from the proved facts so long as it is a legitimate inference. It is of course impossible to lay down any rule as to the degree of proof which is sufficient to justify an inference being drawn, but the evidence must be such as would induce a reasonable man to draw it. Lord Birkenhead L.C. in *Lancaster v. Blackwell Colliery Co. Ltd.*, [1918 WC Rep 345] observed:

"If the facts which are proved give rise to conflicting inferences of equal degrees of probability so that the choice between them is a mere matter of conjecture, then, of course, the applicant fails to prove his case because it is plain that the onus in these matters is upon the applicant. But where the known facts are not equally consistent, where there is ground for comparing and balancing probabilities as to their respective value, and where a reasonable man might hold that the more probable conclusion is that for which the applicant contends, then the Arbitrator is justified in drawing an inference in his favour."

32. Para 5 of the said decision, which was heavily relied upon by the learned counsel, reads thus:

"5. To come within the Act the injury by accident must arise both out of and in the course of employment. The words "in the course of the employment" mean "in the course of the work which the workman is employed to do and which is incidental to it." The words "arising out of employment" are understood to mean that "during the course of the employment, injury has resulted from some risk incidental to the duties of the service, which unless engaged in the duty owing to the master, it is reasonable to believe the workman would not otherwise have suffered." In other words there must be a causal relationship between the accident and the employment. The expression "arising out of employment" is again not confined to the mere nature of the employment. The expression applies to employment as such to its nature, its conditions, its obligations and its incidents. If by reason of any of these factors the workman is brought within the scene of special danger the injury would be one which arises 'out of employment'. To put it differently if the accident had occurred on account of a risk which is an incident of the employment, the claim for compensation must succeed, unless of course the workman has exposed himself to an added peril by his own imprudent act. In *Lancashire and Yorkshire Railway Co. v. Highley* (1917



AC 352) Lord Sumner laid down the following test for determining whether an accident "arose out of the employment":

"There is, however, in my opinion, one test which is always at any rate applicable, because it arises upon the very words of the statute, and it is generally of some real assistance. It is this: Was it part of the injured person's employment to hazard, to suffer, or to do that which caused his injury? If yea, the accident arose out of his employment. If nay, it did not, because, what it was not part of the employment to hazard, to suffer, or to do, cannot well be the cause of an accident arising out of the employment. To ask if the cause of the was within the sphere of the employment, or was one of the ordinary risks of the employment, or reasonably incidental to the employment, or conversely, was an added peril and outside the sphere of the employment, are all different ways of asking whether it was a part of his employment, that the workman should have acted as he was acting or should have been in the position in which he was, whereby in the course of that employment he sustained injury."

33. He relied upon the words that has been used by the Hon'ble Supreme Court in para 5, i.e. "To put it differently if the accident had occurred on account of a risk which is an accident of the employment, the claim for compensation must succeed, unless of course the workman has exposed himself to an added peril by his own imprudent act". By relying upon these words, the learned counsel appearing for the respondents lay emphasis the words 'unless of course the workman has exposed himself to an added peril by his own imprudent act'. In other words, what the learned counsel for the respondents wanted to emphasis is that, if the accident taken place, for which, the employee has exposed himself to an added peril by his own imprudent act, that means, if he acted prudently and despite the same accident taken place during the working hours, that can be construed as an industrial dispute, however, by his own imprudent act if the employee, even though during duty hours sustained bodily injuries, that cannot be construed as an industrial accident, he contended.

34. However, in para 6 of the very same judgment, it has been held that, it is of course impossible to lay down any rule as to the degree of proof which is sufficient to justify an inference being drawn, but the evidence must be such as would induce a reasonable man to draw it.

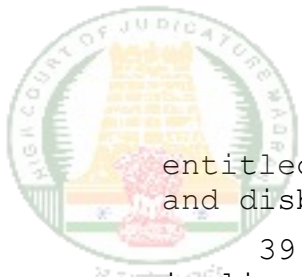


35. Therefore, the proposition is that, what is the evidence available, based on which, whether a reasonable man can draw the conclusion, is a matter. Here, it is no doubt in a duty day and during duty hours this accident was taken place, however, because of the imprudent act i.e., having gone to the other place than the work place, wherein he was expected to be staying, which is the route cause or the real reason for such incident, which according to the respondents, is a violence and not an Industrial accident.

36. However, if we apply the principle and the proposition as has been profounded especially in the decision in 1969 (2) SCC 607, based on the evidences which are available before this Court i.e., the admitted case of both sides, a reasonable man can easily draw a conclusion that the accident that was taken place on 11.09.2009 was only during the duty hours in the factory premises. Therefore, it can easily be construed as an accident taken place in the course of and out of employment.

37. In this context, though the learned counsel appearing for the respondents has relied upon the other two judgments i.e., 2015 (4) Mh.L.J. 245 as well as (2000) 1 Gauhati Law Reports 571, where, the learned Judge has relied upon the earlier decision of the Bombay High Court, as has been quoted therein, which suggest that, the cause contemplated must be the proximate cause and not any remote cause.

38. If we take up the said proposition that, whether there has been a proximate or remote cause available on the particular day, we can also easily come to the conclusion that the cause for the incident taken place on the day cannot be treated as a remote cause. The reason being for giving such a conclusion is that, in the case where, an employee after completing duty hours, of course while returning home while he was standing in the Railway Station sustained murderous injury by an unknown person, even that was treated to be an industrial accident. Therefore, when that kind of incident were not categorised in the category of remote cause, certainly the present incident taken place on 11.09.2009 can be said to be an incident taken place due to the proximate cause. Therefore, if that logic, as quoted in the decision of the Gauhati High Court in the aforesaid decision, is applied to the present facts of the case, one can easily come to the conclusion that, it is only because of the proximate cause and not by the remote cause that accident was taken place. Therefore, by analysing these decisions, as quoted by both sides as discussed above, this Court has no hesitation to come to an irresistible conclusion that, the accident taken place on 11.09.2009 during the working hours of the petitioner at the industrial premises of the respondent Management, was only an industrial accident and therefore, what are all the benefits for which the petitioner is entitled to under Policy 29 called Accident Benefits Policy, he shall be



entitled and accordingly, the said benefits shall be extended and disbursed to the petitioner.

39. In view of the aforesaid discussion, this Court is inclined to dispose of this writ petition with the following orders.

That there shall be a direction to the respondent Management to treat the period of absence of the petitioner from 11.09.2009 to 04.11.2009 as duty period because of industrial accident taken place on 11.09.2009 within the provisions of Policy 29 and the consequential benefits such as leave with pay and allowances for the entire treatment period of 55 days shall be extended and be paid to the petitioner. The needful, as indicated above, shall be undertaken by the respondent Management within a period of eight weeks from the date of receipt of a copy of this order.

40. With the above directions, the Writ Petition is ordered accordingly. However, there shall be no order as to costs.

Sd/-

Assistant Registrar (CO)

//True Copy//

Sub Assistant Registrar

Sgl

To

1. The Chairman & Managing Director,
Madras Fertilizers Ltd.,
Manali, Chennai - 600 068.

2. The General Manager - HR and M&D,
Madras Fertilizers Ltd.,
Manali, Chennai - 600 068.

+1cc to Mr. Ramesh, Advocate, S.R.No. 9706

W.P.No.8915 of 2010

MG(CO)
GN(23/07/2021)